

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW JERSEY**

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| <p>MARY BOWMAN; ART CAPRI; DEBRA CASEY; KARYN CHALLENGER; TYSON COHRON; CINTIA CORSI; ANDI ELLIS; LAURIE FRANTZ; ASHLEY GARRISON; ANGELA GREEN; CARLOS GUTIERREZ; JAMES HOLLING; KAREN HUDSON; JERRY HUNT; JENNIFER HURTT; JOYCE JONES; LYNN KIRALY; MICHELLE LACUESTA; JASON MCCONVILLE; JOSE NICOT; SANDRA OSHIRO; LESLIE OWENS; JON SANTOS; TERRY SEXTON; RITSUKO TSUNASHIMA-KUKONU; and KATHLEEN WRIGHT; on behalf of themselves and all others similarly situated,</p> <p style="text-align: center;">Plaintiffs,</p> <p style="text-align: center;">v.</p> <p>CELLCO PARTNERSHIP d/b/a VERIZON WIRELESS and VERIZON COMMUNICATIONS INC.,</p> <p style="text-align: center;">Defendants.</p> | <p>Case No. 3:22-cv-4621 ZNQ</p> <p style="text-align: center;">Civil Action</p> |
| <p>PAMELA M. ALLEN; SAMANTHA ALBAITIS; CYDNI ARTERBURY; LISA BAKER; BRIANA BELL; CHRISTINE BELLAVIA; KIMBERLY BLAIR; LEANOR BLAND-MULLINS; CAROLINE BONHAM; TAMMY BURKE; ANNMARIE CALDWELL; SHAUNA CAVALLARO; SANTOS COLON; ERIKA CONLEY; KENDRA CONOVER; DYLAN CORBIN; LAURA CURRY; SHAKERA DYER; JANE FREY; RUSSELL FROM; ANGEL GAINES; ASHTIN GAMBLIN; ERICKA GARDNER; ANN GRAFF; JAMES HENSLEY; SAREL HINES; ALEXANDER KEELER; ADAM KELLER; BILLIE HENDRICK; KRISTA KIRBY; JAN LOMBARD; MARC LOWREY; JILL MAILHOIT; AARON MAXA; KELLY</p>   | <p>Case No. 3:23-cv-1138 ZNQ</p> <p style="text-align: center;">Civil Action</p> |

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| <p>MOORE; LINDSEY MORAN; DAVID MOYERS; JENNIFER OCAMPO-NEUBAUER; KEISHA ODOM; ANGEL PACHECHO; HEATHER RAY; SUSAN SCOTT; LORI SNYDER; MISTY SUTTON; KATHRYN TAYLOR; ANTHONY VALLECORSIA; CLAIRE WHITE, KRISTOPHER WILLARD; ALVIN WILSON; and BRAD YOUNG; on behalf of themselves and all others similarly situated,</p> <p>Plaintiffs,</p> <p>v.</p> <p>CELLCO PARTNERSHIP d/b/a VERIZON WIRELESS and VERIZON COMMUNICATIONS INC.,</p> <p>Defendants.</p> |  |
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(Document Filed Electronically)

**STIPULATION OF FACTS REGARDING ARBITRATION DISPUTE**

**IT IS HEREBY STIPULATED TO AND AGREED** by and between Plaintiffs in the above-captioned actions and Defendants Cellco Partnership d/b/a Verizon Wireless and Verizon Communications Inc. (Defendants together, “Verizon”), by and through their undersigned counsel of record, as follows:

**The Corsi Action, Case No. 3:22-cv-4621 ZNQ**

**WHEREAS**, on March 4, 2022, Plaintiffs Mary Bowman, Ashley Garrison, and Leslie Owens sent a letter notifying Verizon of their disputes concerning their payments of what has been termed in these cases Verizon’s “Administrative Charge”;

**WHEREAS**, on March 29, 2022, Plaintiffs Debra Casey, Carlos Gutierrez, James Holling, Jerry Hunt, Jennifer Hurtt, Joyce Jones, Jon Santos, Terry Sexton, and Ritsuko Tsunashima-

Kukonu sent a letter notifying Verizon of their disputes concerning their payments of the Administrative Charge;

**WHEREAS**, on May 27, 2022, Plaintiffs Art Capri, Karyn Challenger, Tyson Cohron, Cintia Corsi, Andi Ellis, Laurie Frantz, Angela Green, Lynn Kiraly, Michelle Lacuesta, Jason McConville, Jose Nicot, Sandra Oshiro, and Kathleen Wright sent a letter notifying Verizon of their disputes concerning their payments of the Administrative Charge;

**WHEREAS**, on July 18, 2022, Plaintiffs Cintia Corsi, Karyn Challenger, Angela Green, Karen Hudson, and Jerry Hunt, individually and on behalf of others similarly situated, filed their Class Action Complaint (“Complaint”) against Defendants (Dkt. No. 1);

**WHEREAS**, on September 20, 2022, the Court entered an Order, permitting Plaintiffs to file an amended complaint. (Dkt. No. 11);

**WHEREAS**, on September 20, 2022, Plaintiffs, individually and on behalf of others similarly situated, filed their Amended Class Action Complaint (“Am. Complaint”) against Defendants (Dkt. No. 12), adding Plaintiffs Mary Bowman, Art Capri, Debra Casey, Tyson Cohron, Andi Ellis, Laurie Frantz, Ashley Garrison, Carlos Gutierrez, James Holling, Jennifer Hurtt, Joyce Jones, Lynn Kiraly, Michelle Lacuesta, Jason McConville, Jose Nicot, Sandra Oshiro, Leslie Owens, Jon Santos, Terry Sexton, Ritsuko Tsunashima-Kukonu, and Kathleen Wright.

**WHEREAS**, on November 18, 2022, Verizon filed its Motion to Compel Arbitration (Dkt. No. 21); on January 18, 2023, Plaintiffs filed a brief in opposition (Dkt. No. 28); and, on February 17, 2023, Verizon filed a reply brief in further support of the motion (Dkt. No. 31);

**WHEREAS**, on June 2, 2023, the Court entered an Order, denying Verizon’s Motion to Compel Arbitration without prejudice, and permitting the parties to conduct limited discovery on

the issues of arbitrability and propose a schedule for a renewed motion to compel arbitration (Dkt. No. 39);

**WHEREAS**, on June 12, 2023, the Court entered an Order, permitting the parties jointly to prepare and submit a stipulation of facts relevant to a renewed motion to compel arbitration (Dkt. No. 42), in order to obviate the need for discovery into facts on which the parties agree;

**The Allen Action, Case No. 3:23-cv-1138 ZNQ**

**WHEREAS**, on May 27, 2022, Plaintiffs Samantha Albaitis, Cydni Arterbury, Lisa Baker, Briana Bell, Christine Bellavia, Kimberly Blair, Tammy Burke, Annmarie Caldwell, Santos Colon, Erika Conley, Kendra Conover, Shakera Dyer, Jane Frey, Angel Gaines, Ann Graff, James Hensley, Sarel Hines, Alexander Keeler, Adam Keller, Billie Kendrick, Jan Lombard, Marc Lowrey, Jill Mailhoit, Aaron Maxa, Lindsey Moran, David Moyers, Keisha Odom, Heather Ray, Susan Scott, Lori Snyder, Misty Sutton, Kathryn Taylor, Anthony Vallecorsa, Claire White, and Alvin Wilson sent a letter notifying Verizon of their disputes concerning their payments of the Administrative Charge;

**WHEREAS**, on December 7, 2022, Plaintiffs Pamela Allen, Lenor Bland-Mullins, Caroline Bonham, Shauna Cavallaro, Dylan Corbin, Laura Curry, Russell From, Ashtin Gamblin, Ericka Gardner, Krista Kirby, Kelly Moore, Jennifer Ocampo-Neubauer, Angel Pachecho, Kristopher Willard, and Brad Young sent a letter notifying Verizon of their disputes concerning their payments of the Administrative Charge;

**WHEREAS**, on February 27, 2023, Plaintiffs Pamela Allen, Lisa Baker, Briana Bell, Kimberly Blair, Caroline Bonham, Tammy Burke, Shauna Cavallaro, Erika Conley, Kendra Conover, Dylan Corbin, Ryan Corbin, Laura Curry, Shakera Dyer, Russell From, Ashtin Gamblin, Ericka Gardner, James Hensley, Adam Keller, Krista Kirby, Jan Lombard, Aaron Maxa, Lindsey



Moran, Jennifer Ocampo-Neubauer, Angel Pachecho, Lori Snyder, Kathryn Taylor, Anthony Vallecorsa, and Brad Young, individually and on behalf of others similarly situated, filed their Class Action Complaint (“Complaint”) against Defendants (Dkt. No. 1);

**WHEREAS**, on March 20, 2023, the Court entered a Consent Order, permitting Verizon’s response to the Complaint to take the form of a Motion to Compel Arbitration (Dkt. No. 6);

**WHEREAS**, on April 28, 2023, Verizon filed its Motion to Compel Arbitration (Dkt. No. 7);

**WHEREAS**, on May 26, 2023, Plaintiffs filed a brief in opposition to Verizon’s Motion to Compel Arbitration (Dkt. No. 10);<sup>1</sup>

**WHEREAS**, on June 12, 2023, the Court entered an Order, permitting Verizon to withdraw, without prejudice, the pending Motion to Compel Arbitration and the parties jointly to prepare and submit a stipulation of facts relevant to that motion (Dkt. No. 14); and

**WHEREAS**, on August 11, 2023, Plaintiffs, individually and on behalf of others similarly situated, filed their Amended Class Action Complaint (“Am. Complaint”) against Defendants (Dkt. No. 17), adding Plaintiffs Samantha Albaitis, Cydni Arterbury, Christine Bellavia, Leonor Bland-Mullins, Annmarie Caldwell, Santos Colon, Jane Frey, Angel Gaines, Ann Graff, Sarel Hines, Alexander Keeler, Billie Kendrick, Marc Lowrey, Jill Mailhoit, Kelly Moore, David Moyers, Keisha Odom, Heather Ray, Susan Scott, Misty Sutton, Claire White, Kristopher Willard, and Alvin Wilson, and removing Ryan Corbin as a plaintiff.

**NOW THEREFORE**, the parties in both the above-captioned *Corsi* and *Allen* actions, by and through their undersigned counsel, hereby agree and stipulate as follows:

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<sup>1</sup> Plaintiff Ryan Corbin dismissed his claims against Defendants on May 18, 2023. (Dkt. No. 8.)

**I. All Plaintiffs Agreed To The Verizon Wireless Customer Agreement**

1. The parties do not dispute any issues of contract formation between Verizon and any of the Plaintiffs.

2. Specifically, to activate wireless service with Verizon, the Plaintiffs agreed to the Verizon Wireless Customer Agreement (“Customer Agreement”). Plaintiffs who completed transactions in a store agreed to the Customer Agreement by clicking through and accepting Verizon’s Customer Agreement and signing it. Plaintiffs who initiated transactions online or telephonically agreed to the Customer Agreement by receiving a link to the Customer Agreement, confirming their review of it, and electronically signing it. Plaintiffs who purchased a cellular device from Verizon agreed to a Device Payment Agreement, which expressly incorporated the Customer Agreement.

3. Before Plaintiffs finalized transactions with Verizon, including the purchase of wireless services or financing devices, they indicated their review and acceptance of the terms of the Customer Agreement by checking a box that appeared immediately after their payment confirmation and stated:

I have read and agree to the Verizon Wireless Customer Agreement and Verizon Privacy Policy, including settlement of dispute by arbitration instead of jury trial, as well as the terms of my plan and any optional services I have agreed to purchase.

Plaintiffs could not finalize their transactions unless they checked that box. The Plaintiffs were also required to sign the field below that box. The text, **“By signing, I agree to the above,”** appeared immediately above the signature field.

4. Verizon required Plaintiffs to reconfirm their acceptance of the Customer Agreement when they took certain actions, such as purchasing a new device from Verizon.

Additionally, when Verizon amended the Customer Agreement, it provided notice of the amendment to Plaintiffs (which may, for example, have come in the form of a billing insert), and advised Plaintiffs that if they elected to continue Verizon's service, they would be bound by the amended agreement. Any amended dispute resolution terms, however, would not apply to pending disputes.

5. The parties agree that the methods by which Verizon provided notice to Plaintiffs of amendments to the Customer Agreement were effective under applicable law to bind Plaintiffs to the amended versions, with the exception of the amended dispute resolution provision with regard to already pending disputes. Again, put another way, the parties do not dispute issues of formation of amended agreements, separate from the question of whether provisions of the Customer Agreement, or the Customer Agreement as a whole, is or are enforceable.

6. Nothing in this Stipulation affects Plaintiffs' ability to argue that Verizon cannot change the dispute resolution terms applicable to a Plaintiff after that Plaintiff provided a Notice of Dispute. Nothing in this Stipulation affects Verizon's ability to argue that subsequent amendments to dispute resolution terms (*i.e.*, to clarify an earlier provision) are binding and/or may be considered by a court or arbitrator in deciding how to interpret the dispute resolution terms in effect at the time Plaintiffs provided Notices of Dispute. The Parties' stipulations below that Plaintiffs are subject to the dispute resolution terms in effect as of the dates on which they provided Notices of Dispute are without prejudice to the Parties' respective arguments in this regard.

7. Attached as **Exhibit 1** is a true and correct copy of the Customer Agreement, effective October 20, 2021.

8. Attached as **Exhibit 2** is a true and correct copy of a Device Payment Agreement.

9. Attached as **Exhibit 3** is a true and correct copy of the Customer Agreement, effective March 16, 2022.

10. Attached as **Exhibit 4** is a true and correct copy of the Customer Agreement, effective November 15, 2022.

11. Attached as **Exhibit 5** is a true and correct copy of the Customer Agreement, effective February 22, 2023.

12. Attached as **Exhibit 6** is a true and correct copy of the Major Account Agreement entered into by Plaintiff Ritsuko Tsunashima-Kukonu on behalf of R and R Global Services.

## **II. The Customer Agreements' Contents**

13. The parties do not dispute that **Exhibit 1** is a true and accurate copy of the Customer Agreement that was in effect as of October 20, 2021.

14. The parties do not dispute that **Exhibit 2** is a true and accurate copy of a Device Payment Agreement.

15. The parties do not dispute that **Exhibit 3** is a true and correct copy of the Customer Agreement that was in effect as of March 16, 2022.

16. The parties do not dispute that the Customer Agreement attached as **Exhibit 4** became effective as of November 15, 2022.

17. The parties do not dispute that the Customer Agreement attached as **Exhibit 5** became effective as of February 22, 2023.

18. The parties do not dispute that Verizon and all of the Plaintiffs but one, for purposes of the claims asserted in this Action, are subject to the dispute resolution provision in the contract reflected in Exhibit 1, Exhibit 3, or Exhibit 4, as explained further below. The sole exception is

Plaintiff Tsunashima-Kukonu who agreed, on behalf of R and R Global Services, to Verizon's Major Account Agreement, **Exhibit 6**.

19. To be clear, nothing in this Stipulation affects Plaintiffs' arguments that the contracts, or provisions of them, are not enforceable under applicable law, or Verizon's defenses to those arguments (including the defense that questions of enforceability have been delegated by contract to be decided by arbitrators).

20. The parties agree as follows:

**The Corsi Plaintiffs**

- a. Mary Bowman is subject to the dispute resolution provision in the contract attached as Exhibit 1.
- b. Art Capri is subject to the dispute resolution provision in the contract attached as Exhibit 3.
- c. Debra Casey is subject to the dispute resolution provision in the contract attached as Exhibit 1.
- d. Karen Challenger is subject to the dispute resolution provision in the contract attached as Exhibit 3.
- e. Tyson Cohron is subject to the dispute resolution provision in the contract attached as Exhibit 3.
- f. Cintia Corsi is subject to the dispute resolution provision in the contract attached as Exhibit 3.
- g. Andi Ellis is subject to the dispute resolution provision in the contract attached as Exhibit 3.

- h. Laurie Frantz is subject to the dispute resolution provision in the contract attached as Exhibit 3.
- i. Ashley Garrison is subject to the dispute resolution provision in the contract attached as Exhibit 1.
- j. Angela Green is subject to the dispute resolution provision in the contract attached as Exhibit 3.
- k. Carlos Gutierrez is subject to the dispute resolution provision in the contract attached as Exhibit 1.
- l. James Holling is subject to the dispute resolution provision in the contract attached as Exhibit 1.
- m. Karen Hudson is subject to the dispute resolution provision in the contract attached as Exhibit 3.
- n. Jerry Hunt is subject to the dispute resolution provision in the contract attached as Exhibit 1.
- o. Jennifer Hurtt is subject to the dispute resolution provision in the contract attached as Exhibit 1.
- p. Joyce Jones is subject to the dispute resolution provision in the contract attached as Exhibit 1.
- q. Lynn Kiraly is subject to the dispute resolution provision in the contract attached as Exhibit 3.
- r. Michelle Lacuesta is subject to the dispute resolution provision in the contract attached as Exhibit 3.

- s. Jason McConville is subject to the dispute resolution provision in the contract attached as Exhibit 3.
- t. Jose Nicot is subject to the dispute resolution provision in the contract attached as Exhibit 3.
- u. Sandra Oshiro is subject to the dispute resolution provision in the contract attached as Exhibit 3.
- v. Leslie Owens is subject to the dispute resolution provision in the contract attached as Exhibit 1.
- w. Jon Santos is subject to the dispute resolution provision in the contract attached as Exhibit 1.
- x. Terry Sexton is subject to the dispute resolution provision in the contract attached as Exhibit 1.
- y. Ritsuko Tsunashima-Kukonu, on behalf of Rand R Global Services, entered into a Verizon Wireless Retail Major Account Agreement on December 2, 2017. **Exhibit 6** is a true and correct copy of this signed document. R and R Global Services, by and through Mr. Tsunashima-Kukonu, is subject to the terms of the Customer Agreement, Exhibit 1, that were incorporated by reference.
- z. Kathleen Wright is subject to the dispute resolution provision in the contract attached as Exhibit 3.

**The Allen Plaintiffs**

- a. Pamela Allen is subject to the dispute resolution provision in the contract attached as Exhibit 4.

- b. Samantha Albaitis is subject to the dispute resolution provision in the contract attached as Exhibit 3.
- c. Cyndi Arterbury is subject to the dispute resolution provision in the contract attached as Exhibit 3.
- d. Lisa Baker is subject to the dispute resolution provision in the contract attached as Exhibit 3.
- e. Briana Bell is subject to the dispute resolution provision in the contract attached as Exhibit 3.
- f. Christine Bellavia is subject to the dispute resolution provision in the contract attached as Exhibit 3.
- g. Kimberly Blair is subject to the dispute resolution provision in the contract attached as Exhibit 3.
- h. Leonor Bland-Mullins is subject to the dispute resolution provision in the contract attached as Exhibit 4.
- i. Caroline Bonham is subject to the dispute resolution provision in the contract attached as Exhibit 4.
- j. Tammy Burke is subject to the dispute resolution provision in the contract attached as Exhibit 3.
- k. Annmarie Caldwell is subject to the dispute resolution provision in the contract attached as Exhibit 3.
- l. Shauna Cavallaro is subject to the dispute resolution provision in the contract attached as Exhibit 4.



- m. Santos Colon is subject to the dispute resolution provision in the contract attached as Exhibit 3.
- n. Erika Conley is subject to the dispute resolution provision in the contract attached as Exhibit 3.
- o. Kendra Conover is subject to the dispute resolution provision in the contract attached as Exhibit 3.
- p. Dylan Corbin is subject to the dispute resolution provision in the contract attached as Exhibit 4.
- q. Laura Curry is subject to the dispute resolution provision in the contract attached as Exhibit 4.
- r. Shakera Dyer is subject to the dispute resolution provision in the contract attached as Exhibit 3.
- s. Jane Frey is subject to the dispute resolution provision in the contract attached as Exhibit 3.
- t. Russell From is subject to the dispute resolution provision in the contract attached as Exhibit 4.
- u. Angel Gaines is subject to the dispute resolution provision in the contract attached as Exhibit 3.
- v. Ashtin Gamblin is subject to the dispute resolution provision in the contract attached as Exhibit 4.
- w. Ericka Gardner is subject to the dispute resolution provision in the contract attached as Exhibit 4.

- x. Ann Graff is subject to the dispute resolution provision in the contract attached as Exhibit 3.
- y. James Hensley is subject to the dispute resolution provision in the contract attached as Exhibit 3.
- z. Sarel Hines is subject to the dispute resolution provision in the contract attached as Exhibit 3.
- aa. Alexander Keeler is subject to the dispute resolution provision in the contract attached as Exhibit 3.
- bb. Adam Keller is subject to the dispute resolution provision in the contract attached as Exhibit 3.
- cc. Billie Kendrick is subject to the dispute resolution provision in the contract attached as Exhibit 3.
- dd. Krista Kirby is subject to the dispute resolution provision in the contract attached as Exhibit 4.
- ee. Jan Lombard is subject to the dispute resolution provision in the contract attached as Exhibit 3.
- ff. Marc Lowrey is subject to the dispute resolution provision in the contract attached as Exhibit 3.
- gg. Jill Mailhoit is subject to the dispute resolution provision in the contract attached as Exhibit 3.
- hh. Aaron Maxa is subject to the dispute resolution provision in the contract attached as Exhibit 3.

- ii. Kelly Moore is subject to the dispute resolution provision in the contract attached as Exhibit 4.
- jj. Lindsey Moran is subject to the dispute resolution provision in the contract attached as Exhibit 3.
- kk. David Moyers is subject to the dispute resolution provision in the contract attached as Exhibit 3.
- ll. Jennifer Ocampo-Neubauer is subject to the dispute resolution provision in the contract attached as Exhibit 4.
- mm. Keisha Odom is subject to the dispute resolution provision in the contract attached as Exhibit 3.
- nn. Angel Pacheco is subject to the dispute resolution provision in the contract attached as Exhibit 4.
- oo. Heather Ray is subject to the dispute resolution provision in the contract attached as Exhibit 3.
- pp. Susan Scott is subject to the dispute resolution provision in the contract attached as Exhibit 3.
- qq. Lori Snyder is subject to the dispute resolution provision in the contract attached as Exhibit 3.
- rr. Misty Sutton is subject to the dispute resolution provision in the contract attached as Exhibit 3.
- ss. Kathryn Taylor is subject to the dispute resolution provision in the contract attached as Exhibit 3.

tt. Anthony Vallecorsa is subject to the dispute resolution provision in the contract attached as Exhibit 3.

uu. Claire White is subject to the dispute resolution provision in the contract attached as Exhibit 3.

vv. Kristopher Willard is subject to the dispute resolution provision in the contract attached as Exhibit 4.

ww. Alvin Wilson is subject to the dispute resolution provision in the contract attached as Exhibit 3.

xx. Brad Young is subject to the dispute resolution provision in the contract attached as Exhibit 4.

**IT IS SO STIPULATED.**

Dated: October 13, 2023

By: /s/Jeffrey S. Jacobson  
Jeffrey S. Jacobson  
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# Exhibit 1

# My Verizon Wireless Customer Agreement

(Para una copia de este documento en español, visite nuestro website: [verizon.com/espanol](https://www.verizon.com/espanol))

**Thanks for choosing Verizon. In this Customer Agreement (“Agreement”), you’ll find important information about your wireless Service, including:**

- Our ability to make changes to your Service or this Agreement’s terms.
- Our liability if things don’t work as planned and how any disputes between us must be resolved in arbitration or small claims court.

## **My Service**

**Your Service terms and conditions are part of this Agreement.** Your Plan includes your monthly allowances and features, where you can use them (your “Coverage Area”), and their monthly and pay-per-use charges. You can also subscribe to several Optional Services, like international service plans or equipment protection services. Together, your Plan, features you use and any Optional Services you select are your Service. Your billing and shipping addresses, and your primary place of use, must be within the areas served by the network Verizon owns and operates. The current version of this Agreement and the terms and conditions for your Service are available online at [verizon.com](https://www.verizon.com). A description of permitted and prohibited uses for calling and Data Services is available online at [verizon.com/support/important-plan-information](https://www.verizon.com/support/important-plan-information); prepaid customers should visit [verizon.com/support/prepaid-customer-info-legal](https://www.verizon.com/support/prepaid-customer-info-legal).

By using the Service, you are agreeing to every provision of this Agreement whether or not you have read it. This agreement also applies to all lines on your account and anyone who uses your Service.

## **Cancellation**

**You can cancel a line of Service within 30 days of accepting this Agreement without having to pay an early termination fee as long as you return, within the applicable return period, any equipment you purchased from us or one of our authorized retailers at a discount in connection with your acceptance of this Agreement, but you’ll still have to pay for your Service through that date. If you signed up for Prepaid Service, no refunds will be granted after 30 days or if your account has been activated. See [verizon.com/support/return-policy/](https://www.verizon.com/support/return-policy/) for complete details and information on returning your equipment.**

## **My Privacy**

Accepting this Agreement means that you also agree to our Privacy Policy, available at [verizon.com/privacy](https://www.verizon.com/privacy), which may be updated from time to time and describes the information we collect, how we use and share it, and the choices you have about how certain information is used and shared. We will notify you or ask for your permission, as appropriate, if we plan to use your information for additional purposes. It is your responsibility to let the people who connect devices through your mobile hotspot, Jetpack or wireless router know that we will collect, use and share information about their device and use of the Service as described in our Privacy Policy.

If you subscribe to Service for which usage charges are billed at the end of the billing period (“Postpay Service”), or have a device payment installment agreement, we may investigate your credit history at any time in connection with the service subscription or device payment installment agreement. If you’d like the name and address of any credit agency that gives us a credit report about you, just ask.

Many services and applications offered through your device may be provided by third parties. You should review the applicable terms and privacy policy before you use, link to or download a service or application provided by a third party.

You agree that Verizon and collections agencies that work on our behalf may contact you about your account status, including past due or current charges, using prerecorded calls, email and calls or messages delivered by an automatic telephone dialing system to any wireless phone number, other contact number or email address you provide. Verizon will treat any email address you provide as your private email that is only accessible by you; you acknowledge that we may send you receipts, notices and other documents regarding your service to this email address. Unless you notify us that your wireless service is based in a different time zone, calls will be made to your cellular device during permitted calling hours based upon the time zone affiliated with the mobile telephone number you provide.

**What happens if my Postpay Service is canceled before the end of my contract term?**

If you're signing up for Postpay Service, you're agreeing to subscribe to a line of Service either on a month-to-month basis or for a minimum contract term, as shown on your receipt or order confirmation. (If your Service is suspended without billing or at a reduced billing rate, that time doesn't count toward completing your contract term.) Once you've completed your contract term, you'll automatically become a customer on a month-to-month basis for that line of Service. **If your line of service has a contract term and you cancel that line, or if we cancel it for good cause, during that contract term, you'll have to pay an early termination fee. If your contract term results from your purchase of an advanced device, your early termination fee will be \$350, which will decline by \$10 per month upon completion of months 7 – 17, \$20 per month upon completion of months 18 – 22, \$60 upon completion of month 23 and will be \$0 upon completion of the contract term. For other contract terms, your early termination fee will be \$175, which will decline by \$5 per month upon completion of months 7 – 17, \$10 per month upon completion of months 18 – 22, \$30 upon completion of month 23 and will be \$0 upon completion of your contract term. Cancellations will become effective on the last day of that month's billing cycle, and you are responsible for all charges incurred until then. Also, if you bought your wireless device from an authorized agent or third-party vendor, you should check whether it charges a separate termination fee.**

**If you purchased a device on a monthly installment agreement and cancel service, you should check that agreement to determine if you may have to immediately pay off the balance.**

**Your Mobile Number and Porting**

You may be able to transfer, or "port," your wireless phone number to another carrier. If you port a number from us, we'll treat it as though you asked us to cancel your Service for that number. After the porting is completed, you won't be able to use our service for that number, but you'll remain responsible for all fees and charges through the end of that billing cycle, just like any other cancellation. If you're a Prepaid customer, you won't be entitled to a refund of any balance on your account. If you port a number to us, please be aware that we may not be able to provide some services right away, such as 911 location services. You don't have any rights to your wireless phone number, except for any right you may have to port it. After a line of service is disconnected, for any reason, the disconnected Mobile Telephone Number (MTN) may not be suspended or otherwise reserved and may not be able to be recovered.

**Can I have someone else manage my Postpay account?**

No problem – just tell us by phone, in person or in writing. You can appoint someone to manage your Postpay account. The person you appoint (the Account Manager) will be able to make changes to your account, including adding new lines of Service, buying a new wireless device(s) on a device payment agreement based upon your credit history, billing certain services and accessories to your account, and extending your contract term. Any changes that person makes will be treated as modifications to this Agreement.

**Can Verizon change this Agreement or my Service?**

We may change prices or any other term of your Service or this Agreement at any time, but we'll provide notice first, including written notice if you have Postpay Service. If you use your Service after the change takes effect, that means you're accepting the change. If you're a Postpay customer and a change to your Plan or this Agreement has a material adverse effect on you, you can cancel the line of Service that has been affected within 60 days of receiving the notice with no early termination fee if we fail to negate the change after you notify us of your objection to it. Notwithstanding this provision, if we make any changes to the dispute resolution provision of this Agreement, such changes will not affect the resolution of any disputes that arose before such change.

**My wireless device**

Your wireless device must comply with Federal Communications Commission regulations, be certified for use on our network and be compatible with your Service. Please be aware that we may change your wireless device's software, applications or programming remotely, without notice. This could affect your stored data, or how you've programmed or use your wireless device. By activating Service that uses a SIM (Subscriber Identity Module) card, you agree we own the intellectual property and software in the SIM card, that we may change the software or other data in the SIM card remotely and without notice, and we may utilize any capacity in the SIM card for administrative, network, business and/or commercial purposes. In order to mitigate theft and other fraudulent activity, newly purchased devices may be locked to work exclusively on the Verizon Network for 60 days. For more information, visit [verizon.com/support/device-unlocking-policy](http://verizon.com/support/device-unlocking-policy).

**Internet access**

If you download or use applications, services or software provided by third parties (including voice applications), 911 or E911, or other calling functionality, may work differently than services offered by us or may not work at all. Please review all terms and conditions of such third-party products. Verizon Wireless is not responsible for any third-party information, content, applications or services you access, download or use on your device. You are responsible for maintaining virus and other internet security protections when accessing these third-party products or services. For additional information, visit the Verizon Content Policy at [verizon.com/about/our-company/company-policies](http://verizon.com/about/our-company/company-policies). To learn about content filtering and how you may block materials harmful to minors, visit [vzw.com/solutions-and-services/content-filters/](http://vzw.com/solutions-and-services/content-filters/). For information about our network management practices for our broadband internet access services, visit [verizon.com/about/our-company/open-internet](http://verizon.com/about/our-company/open-internet).

**Where and how does Verizon wireless Service work?**

Wireless devices use radio transmissions, so unfortunately you can't get Service if your device isn't in range of a transmission signal. And please be aware that even within your Coverage Area, many things can affect the availability and quality of your Service, including network capacity, your device, terrain, buildings, foliage and weather.

**How does Verizon calculate my charges?**

You agree to pay all access, usage and other charges that you or any other user of your wireless device incurred. If multiple wireless devices are associated with your account, you agree to pay all charges incurred by users of those wireless devices. For charges based on the amount of time used or data sent or received, we'll round up any fraction to the next full minute or, depending on how you're billed for data usage, the next full megabyte or gigabyte. For outgoing calls, usage time starts when you first press **Send** or the call connects to a network, and for incoming calls, it starts when the call connects to a network (which may be before it rings). Usage time may end several seconds after you press **End** or after the call disconnects. For calls made on our network, we charge only for calls that are answered, including by machines. For Postpay Service, usage cannot always be processed right away and may be included in a later bill, but the usage will still count toward your allowance for the month when the Service was used.

**What charges are set by Verizon?**

Our charges may also include Federal Universal Service, Regulatory and Administrative Charges, and we may also include other charges related to our governmental costs. We set these charges; they aren't taxes, they aren't required by law, they are not necessarily related to anything the government does, they are kept by us in whole or in part, and the amounts and what they pay for may change. For more information, visit [verizon.com/support/surcharges/](http://verizon.com/support/surcharges/).

**Government taxes, fees and surcharges**

You must pay all taxes, fees and surcharges set by federal, state and local governments. Please note that we may not always be able to notify you in advance of changes to these charges.

**What is roaming?**

You're "roaming" whenever your wireless device connects to a network outside your Coverage Area or connects to another carrier's network, which could happen even within your Coverage Area. There may be higher rates or extra charges (including charges for long distance, tolls or calls that don't connect), and your data service may be limited or slowed when roaming.

**How can I prevent unintended charges on my bill or block spam calls?**

Many services and applications are accessible on or through wireless devices, including purchases of games, movies, music and other content. Some of these services are provided



by Verizon. Others are provided by third parties that may offer the option to bill the charges to your Verizon bill or other methods of payment. Charges may be one-time or recurring. The amount and frequency of the charges will be disclosed to you or the person using your device or a device associated with your account at the time a purchase is made. If the purchaser chooses to have the charges billed to your account, such charges will become part of the amount due for that billing cycle. Verizon offers tools to block or restrict these services, and to block all billing for third-party services on your Verizon wireless bill, at [verizon.com/myverizon](http://verizon.com/myverizon). We do not support calls to 900, 976 and certain other international premium rate numbers.

Verizon automatically blocks in the network many calls that are highly likely to be illegal, such as calls from telephone numbers that are not authorized to make outbound calls. Additionally, your Service includes access to optional blocking tools for unwanted robocalls through our Call Filter service to which you may be auto-enrolled. This service sends to voicemail many calls we determine to be high-risk spam, but you can adjust your spam filter preferences to block more or less calls. Visit [verizon.com/about/responsibility/robocalls](http://verizon.com/about/responsibility/robocalls) for more info.

#### **How and when can I dispute charges?**

If you're a Postpay customer, you can dispute your bill within 180 days of receiving it, but unless otherwise provided by law or unless you're disputing charges because your wireless device was lost or stolen, you still have to pay all charges until the dispute is resolved. If you're a Prepaid customer, you can dispute a charge within 180 days of the date the disputed charge was incurred. **YOU MAY CALL US TO DISPUTE CHARGES ON YOUR BILL OR ANY SERVICE(S) FOR WHICH YOU WERE BILLED, BUT IF YOU WISH TO PRESERVE YOUR RIGHT TO BRING AN ARBITRATION OR SMALL CLAIMS CASE REGARDING SUCH DISPUTE, YOU MUST WRITE TO US AT THE CUSTOMER SERVICE ADDRESS ON YOUR BILL, OR SEND US A COMPLETED NOTICE OF DISPUTE FORM (AVAILABLE AT VERIZON.COM), WITHIN THE 180-DAY PERIOD MENTIONED ABOVE. IF YOU DO NOT NOTIFY US IN WRITING OF SUCH DISPUTE WITHIN THE 180-DAY PERIOD, YOU WILL HAVE WAIVED YOUR RIGHT TO DISPUTE THE BILL OR SUCH SERVICE(S) AND TO BRING AN ARBITRATION OR SMALL CLAIMS CASE REGARDING ANY SUCH DISPUTE.**

#### **What are my rights for dropped calls or interrupted Service?**

If you drop a call in your Coverage Area, redial. If it's answered within 5 minutes, call us within 90 days if you're a Postpay customer or within 45 days if you're a Prepaid customer, and we'll give you a 1-minute airtime credit. If you're a Postpay customer and you lose Service in your Coverage Area for more than 24 hours in a row and we're at fault, call us within 180 days and we'll give you a credit for the time lost. Please be aware that these are your only rights for dropped calls or interrupted Service.

#### **Billing and payments**

If you're a Postpay customer and we don't get your payment on time, we will charge you a late fee of up to 1.5% per month (18% per year) on the unpaid balance, or a flat \$5 per month, whichever is greater, if allowed by law in the state of your billing address. (If you choose to have your Service billed by another company [pursuant to a Verizon-approved program], late fees are set by that company and may be higher than our late fees.) Late fees are part of the rates and charges you agree to pay. If you fail to pay on time and we refer your account(s) to a third party for collection, a collection fee will be assessed and will be due at the time of the referral to the third party. The fee will be calculated at the maximum percentage permitted by applicable law, not to exceed 18%. We may require a deposit at the time of activation or afterward, or an increased deposit. We'll pay simple interest on any deposit at the rate the law requires. We may apply deposits or payments in any order to any amounts you owe us on any account. If your final credit balance is less than \$1, we will refund it only if you ask. If your service is suspended or terminated, you may have to pay a fee to have service reactivated.

If you're a Prepaid customer, you may replenish your balance at any time before the expiration date by providing us with another payment. If you maintain a Prepaid account balance, it may not exceed \$1,000 and you may be prevented from replenishing if your balance reaches \$1,000. We may apply your payments to any amounts you may owe us if your earlier account replenishment payments had been reversed. If you do not have sufficient funds in your account to cover your Service, and sufficient funds are not added within 60 days, your account will be canceled and any unused balance will be forfeited.

We may charge you up to \$25 for any returned check. The substantive laws of Pennsylvania shall be applied to disputes related to checks tendered as payment in full for less than the

full balance due, without regard to the conflicts of laws and rules of that state. If you make a payment, or make a payment arrangement, through a call center representative, we may charge you an Agent Assistance Fee.

#### **What if my wireless device gets lost or stolen?**

We're here to help. It's important that you notify us right away, so we can suspend your Service to keep someone else from using it. If you're a Postpay customer and your wireless device is used after the loss or theft but before you report it, and you want a credit for any charges for that usage, we're happy to review your account activity and any other information you'd like us to consider. Keep in mind that you may be held responsible for the charges if you delayed reporting the loss or theft without good reason, but you don't have to pay any charges you dispute while they are being investigated. If you are a California customer and we haven't given you a courtesy suspension of recurring monthly charges during the past year, we'll give you one for 30 days or until you replace or recover your wireless device, whichever comes first.

#### **What are Verizon's rights to limit or end Service or end this Agreement?**

We can, without notice, limit, suspend or end your Service or any agreement with you for any good cause, including, but not limited to: (1) if you: (a) breach this agreement or violate our prohibited usage policies; (b) resell your Service; (c) use your Service for any illegal purpose, including use that violates trade and economic sanctions and prohibitions promulgated by any US governmental agency; (d) install, deploy or use any regeneration equipment or similar mechanism (for example, a repeater) to originate, amplify, enhance, retransmit or regenerate an RF signal without our permission; (e) steal from or lie to us; or, if you're a Postpay customer; (f) do not pay your bill on time; (g) incur charges larger than a required deposit or billing limit, or materially in excess of your monthly access charges (even if we haven't yet billed the charges); (h) provide credit information we can't verify; (i) are unable to pay us or go bankrupt; or (j) default under any device financing agreement with Verizon; or (2) if you, any user of your device or any line of service on your account, or any account manager on your account: (a) threaten, harass, or use vulgar and/or inappropriate language toward our representatives; (b) interfere with our operations; (c) "spam," or engage in other abusive messaging or calling; (d) modify your device from its manufacturer's specifications; or (e) use your Service in a way that negatively affects our network or other customers. We can also temporarily limit your Service for any operational or governmental reason.

#### **Am I eligible for special discounts?**

If you're a Postpay customer, you may be eligible for a discount if you are and remain affiliated with an organization that has an agreement with us. Unless your discount is through a government employee discount program, we may share certain information about your Service (including your name, your wireless telephone number and your total monthly charges) with your organization from time to time to make sure you're still eligible. We may adjust or remove your discount according to your organization's agreement with us, and remove your discount if your eligibility ends or your contract term expires. In any case, this won't be considered to have a material adverse effect on you.

#### **DISCLAIMER OF WARRANTIES**

We make no representations or warranties, express or implied, including, to the extent permitted by applicable law, any implied warranty of merchantability or fitness for a particular purpose, about your Service, your wireless device, or any applications you access through your wireless device. We do not warrant that your wireless device will work perfectly or will not need occasional upgrades or modifications, or that it will not be negatively affected by network-related modifications, upgrades or similar activity.

#### **WAIVERS AND LIMITATIONS OF LIABILITY**

You and Verizon both agree to limit claims against each other solely to direct damages. That means neither of us will claim any damages that are indirect, special, consequential, incidental, treble or punitive. For example, disallowed damages include those arising out of a Service or device failure, unauthorized access or changes to your account or device, or the use of your account or device by others to authenticate, access or make changes to a third-party account, such as a financial or cryptocurrency account, including changing passwords or transferring or withdrawing funds. This limitation and waiver will apply regardless of the theory of liability. It also applies if you bring a claim against one of our suppliers, to the extent we would be required to indemnify the supplier for the claim. You agree we aren't responsible for problems caused by you or others, or by any act of God. You also agree we aren't liable for missed or deleted voicemails or other messages, or for

any information (like pictures) that gets lost or deleted if we work on your device. If another wireless carrier is involved in any problem (for example, while you're roaming), you also agree to any limitations of liability that it imposes.

#### **HOW DO I RESOLVE DISPUTES WITH VERIZON?**

**WE HOPE TO MAKE YOU A HAPPY CUSTOMER, BUT IF THERE'S AN ISSUE THAT NEEDS TO BE RESOLVED, THIS SECTION OUTLINES WHAT'S EXPECTED OF BOTH OF US.**

**YOU AND VERIZON BOTH AGREE TO RESOLVE DISPUTES ONLY BY ARBITRATION OR IN SMALL CLAIMS COURT, AS DISCUSSED BELOW. YOU UNDERSTAND THAT BY THIS AGREEMENT YOU ARE GIVING UP THE RIGHT TO BRING A CLAIM IN COURT OR IN FRONT OF A JURY. WHILE THE PROCEDURES IN ARBITRATION MAY BE DIFFERENT, AN ARBITRATOR CAN AWARD YOU THE SAME DAMAGES AND RELIEF, AND MUST HONOR THE SAME TERMS IN THIS AGREEMENT, AS A COURT WOULD. IF THE LAW ALLOWS FOR AN AWARD OF ATTORNEYS' FEES, AN ARBITRATOR CAN AWARD THEM TOO. THE SAME DEFENSES ARE ALSO AVAILABLE TO BOTH PARTIES AS WOULD BE AVAILABLE IN COURT, INCLUDING ANY APPLICABLE STATUTE OF LIMITATIONS. WE ALSO BOTH AGREE THAT:**

(1) THE FEDERAL ARBITRATION ACT APPLIES TO THIS AGREEMENT. EXCEPT FOR SMALL CLAIMS COURT CASES, ANY DISPUTE THAT IN ANY WAY RELATES TO OR ARISES OUT OF THIS AGREEMENT, OR FROM ANY EQUIPMENT, PRODUCTS AND SERVICES YOU RECEIVE FROM US, OR FROM ANY ADVERTISING FOR ANY SUCH PRODUCTS OR SERVICES, OR FROM OUR EFFORTS TO COLLECT AMOUNTS YOU MAY OWE US FOR SUCH PRODUCTS OR SERVICES, INCLUDING ANY DISPUTES YOU HAVE WITH OUR EMPLOYEES OR AGENTS, WILL BE RESOLVED BY ONE OR MORE NEUTRAL ARBITRATORS BEFORE THE AMERICAN ARBITRATION ASSOCIATION ("AAA") OR BETTER BUSINESS BUREAU ("BBB"). YOU CAN ALSO BRING ANY ISSUES YOU MAY HAVE TO THE ATTENTION OF FEDERAL, STATE OR LOCAL GOVERNMENT AGENCIES, AND IF THE LAW ALLOWS, THEY CAN SEEK RELIEF AGAINST US FOR YOU. THIS AGREEMENT TO ARBITRATE CONTINUES TO APPLY EVEN AFTER YOU HAVE STOPPED RECEIVING SERVICE FROM US.

(2) UNLESS YOU AND VERIZON AGREE OTHERWISE, THE ARBITRATION WILL TAKE PLACE IN THE COUNTY OF YOUR BILLING ADDRESS. FOR CLAIMS OVER \$10,000, THE AAA'S CONSUMER ARBITRATION RULES WILL APPLY. FOR CLAIMS OF \$10,000 OR LESS, THE PARTY BRINGING THE CLAIM CAN CHOOSE EITHER THE AAA'S CONSUMER ARBITRATION RULES OR THE BBB'S RULES FOR BINDING ARBITRATION. YOU CAN GET PROCEDURES, RULES AND FEE INFORMATION FROM THE AAA ([WWW.ADR.ORG](http://WWW.ADR.ORG)), THE BBB ([WWW.BBB.ORG](http://WWW.BBB.ORG)) OR FROM US. FOR CLAIMS OF \$10,000 OR LESS, YOU CAN CHOOSE WHETHER YOU'D LIKE THE ARBITRATION CARRIED OUT BASED ONLY ON DOCUMENTS SUBMITTED TO THE ARBITRATOR, OR BY A HEARING IN PERSON OR BY PHONE. ALTERNATIVELY, FOR CLAIMS WITHIN THE JURISDICTIONAL LIMIT OF THE SMALL CLAIMS COURT IN THE STATE ENCOMPASSING YOUR BILLING ADDRESS, EITHER YOU OR VERIZON CAN CHOOSE TO BRING AN INDIVIDUAL ACTION IN SMALL CLAIMS COURT INSTEAD OF PROCEEDING IN ARBITRATION; FURTHERMORE, IF THE CLAIMS IN ANY REQUEST OR DEMAND FOR ARBITRATION COULD HAVE BEEN BROUGHT IN SMALL CLAIMS COURT, THEN EITHER YOU OR VERIZON MAY CHOOSE TO HAVE THE CLAIMS HEARD IN SMALL CLAIMS COURT, RATHER THAN IN ARBITRATION, AT ANY TIME BEFORE THE ARBITRATOR IS APPOINTED, BY NOTIFYING THE OTHER PARTY OF THAT CHOICE IN WRITING. IF THIS PROVISION OR THE LIMITATION ON BRINGING ACTIONS TO SMALL CLAIMS COURT IS FOUND TO BE INVALID, THEN THIS PROVISION SHALL BE SEVERABLE AND THE MATTER WILL PROCEED IN ARBITRATION; IN NO WAY WILL THIS PROVISION ALLOW FOR AN ACTION TO BE BROUGHT ON A CLASS OR COLLECTIVE BASIS.

(3) THIS AGREEMENT DOESN'T ALLOW CLASS OR COLLECTIVE ARBITRATIONS EVEN IF THE AAA OR BBB PROCEDURES OR RULES WOULD. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE ARBITRATOR MAY AWARD MONEY OR INJUNCTIVE RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF WARRANTED BY THAT PARTY'S INDIVIDUAL CLAIM. NO CLASS, REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL OR GENERAL INJUNCTIVE RELIEF THEORIES OF LIABILITY OR PRAYERS FOR RELIEF MAY BE MAINTAINED IN ANY ARBITRATION HELD UNDER THIS AGREEMENT. ANY QUESTION REGARDING THE ENFORCEABILITY OR INTERPRETATION OF THIS PARAGRAPH SHALL BE DECIDED BY A COURT AND NOT THE ARBITRATOR.

(4) IF EITHER OF US INTENDS TO SEEK ARBITRATION UNDER THIS AGREEMENT, THE PARTY SEEKING ARBITRATION MUST FIRST NOTIFY THE OTHER PARTY OF THE DISPUTE IN WRITING AT LEAST 60 DAYS IN ADVANCE OF INITIATING THE ARBITRATION. NOTICE TO VERIZON SHOULD BE SENT TO VERIZON WIRELESS DISPUTE RESOLUTION MANAGER, ONE VERIZON WAY, BASKING RIDGE, NJ 07920. THE NOTICE MUST INCLUDE ENOUGH INFORMATION TO ALLOW US TO IDENTIFY YOUR ACCOUNT AS WELL AS TO ASSESS AND ATTEMPT TO RESOLVE YOUR CLAIM, INCLUDING THE NAME OF THE VERIZON WIRELESS ACCOUNT HOLDER, THE MOBILE TELEPHONE NUMBER AT ISSUE, A DESCRIPTION OF THE CLAIM, THE SPECIFIC FACTS SUPPORTING THE CLAIM, THE DAMAGES YOU CLAIM TO HAVE SUFFERED AND THE RELIEF YOU ARE SEEKING. THE NOTICE REQUIREMENT IS DESIGNED TO ALLOW VERIZON TO MAKE A FAIR, FACT-BASED OFFER OF SETTLEMENT IF IT CHOOSES TO DO SO. YOU CANNOT PROCEED TO ARBITRATION UNLESS YOU PROVIDE THIS INFORMATION. YOU MAY CHOOSE TO BE REPRESENTED BY AN ATTORNEY OR OTHER PERSON AS PART OF THIS PROCESS, BUT IF YOU DO YOU MUST SUBMIT A LETTER OR THE FORM AVAILABLE AT THIS LINK AUTHORIZING US TO DISCUSS YOUR ACCOUNT INFORMATION WITH THIS ATTORNEY OR OTHER PERSON. THE SUFFICIENCY OF THIS NOTICE IS AN ISSUE TO BE DECIDED BY A COURT PRIOR TO THE FILING OF ANY DEMAND FOR ARBITRATION. IF YOU HAVE PROVIDED THIS INFORMATION AND WE ARE UNABLE TO RESOLVE OUR DISPUTE WITHIN 60 DAYS, EITHER PARTY MAY THEN PROCEED TO FILE A CLAIM FOR ARBITRATION. WE'LL REIMBURSE ANY FILING FEE THAT THE AAA OR BBB CHARGES YOU FOR ARBITRATION OF THE DISPUTE AT THE CONCLUSION OF THE ARBITRATION IF YOU FULLY PARTICIPATE IN THE PROCEEDING. WE'LL ALSO PAY ANY ADMINISTRATIVE AND ARBITRATOR FEES CHARGED BY THE ARBITRATION TRIBUNAL. IF THE ARBITRATOR DETERMINES THAT YOUR CLAIM WAS FILED FOR PURPOSES OF HARASSMENT OR IS PATENTLY FRIVOLOUS, THE ARBITRATOR WILL REQUIRE YOU TO REIMBURSE VERIZON FOR ANY FILING, ADMINISTRATIVE OR ARBITRATOR FEES ASSOCIATED WITH THE ARBITRATION.

(5) WE MAY, BUT ARE NOT OBLIGATED TO, MAKE A WRITTEN SETTLEMENT OFFER ANYTIME BEFORE THE ARBITRATION HEARING. THE AMOUNT OR TERMS OF ANY SETTLEMENT OFFER MAY NOT BE DISCLOSED TO THE ARBITRATOR UNTIL AFTER THE ARBITRATOR ISSUES AN AWARD ON THE CLAIM. IF YOU DON'T ACCEPT THE OFFER AND THE ARBITRATOR AWARDS YOU AN AMOUNT OF MONEY THAT'S MORE THAN OUR OFFER BUT LESS THAN \$5,000, OR IF WE DON'T MAKE YOU AN OFFER, AND THE ARBITRATOR AWARDS YOU ANY AMOUNT OF MONEY BUT LESS THAN \$5,000, THEN WE AGREE TO PAY YOU \$5,000 INSTEAD OF THE AMOUNT AWARDED. IN THAT CASE WE ALSO AGREE TO PAY ANY REASONABLE ATTORNEYS' FEES AND EXPENSES, REGARDLESS OF WHETHER THE LAW REQUIRES IT FOR YOUR CASE. IF THE ARBITRATOR AWARDS YOU MORE THAN \$5,000, THEN WE WILL PAY YOU ONLY THAT AMOUNT.

(6) IF 25 OR MORE CUSTOMERS INITIATE NOTICES OF DISPUTE WITH VERIZON WIRELESS RAISING SIMILAR CLAIMS, AND COUNSEL FOR THE VERIZON WIRELESS CUSTOMERS BRINGING THE CLAIMS ARE THE SAME OR COORDINATED FOR THESE CUSTOMERS, THE CLAIMS SHALL PROCEED IN ARBITRATION IN A COORDINATED PROCEEDING. COUNSEL FOR THE VERIZON WIRELESS CUSTOMERS AND COUNSEL FOR VERIZON WIRELESS SHALL EACH SELECT FIVE CASES TO PROCEED FIRST IN ARBITRATION IN A BELLWETHER PROCEEDING. THE REMAINING CASES SHALL NOT BE FILED IN ARBITRATION UNTIL THE FIRST TEN HAVE BEEN RESOLVED. IF THE PARTIES ARE UNABLE TO RESOLVE THE REMAINING CASES AFTER THE CONCLUSION OF THE BELLWETHER PROCEEDING, EACH SIDE MAY SELECT ANOTHER FIVE CASES TO PROCEED TO ARBITRATION FOR A SECOND BELLWETHER PROCEEDING. THIS PROCESS MAY CONTINUE UNTIL THE PARTIES ARE ABLE TO RESOLVE ALL OF THE CLAIMS, EITHER THROUGH SETTLEMENT OR ARBITRATION. A COURT WILL HAVE AUTHORITY TO ENFORCE THIS CLAUSE AND, IF NECESSARY, TO ENJOIN THE MASS FILING OF ARBITRATION DEMANDS AGAINST VERIZON.

(7) AN ARBITRATION AWARD AND ANY JUDGMENT CONFIRMING IT APPLY ONLY TO THAT SPECIFIC CASE; IT CAN'T BE USED IN ANY OTHER CASE EXCEPT TO ENFORCE THE AWARD ITSELF.

(8) IF FOR SOME REASON THE PROHIBITION ON CLASS ARBITRATIONS SET FORTH IN SUBSECTION (3) CANNOT BE ENFORCED AS TO ALL OR PART OF A DISPUTE, THEN THE AGREEMENT TO ARBITRATE WILL NOT APPLY TO THAT DISPUTE OR PART OF THE DISPUTE.

(9) IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN THROUGH ARBITRATION, YOU AND VERIZON AGREE THAT THERE WILL NOT BE A JURY TRIAL. YOU AND VERIZON UNCONDITIONALLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT IN ANY WAY. IN THE EVENT OF LITIGATION, THIS PARAGRAPH MAY BE FILED TO SHOW A WRITTEN CONSENT TO A TRIAL BY THE COURT.

#### **About this Agreement**

If either you or we don't enforce our rights under this agreement in one instance, that doesn't mean you or we won't or can't enforce those rights in any other instance. You cannot assign this Agreement or any of your rights or duties under it without our permission. However, we may assign this Agreement or any debt you owe us without notifying you. If you're a Postpay customer, please note that many notices we send to you will show up as messages on your monthly bill. If you have online billing, those notices will be deemed received by you when your online bill is available for viewing. If you get a paper bill, those notices will be deemed received by you three days after we mail the bill to you. If we send other notices to you, they will be considered received immediately if we send them to your wireless device, or to any email or fax number you've given us, or after three days if we mail them to your billing address. If you need to send notices to us, please send them to the customer service address on your latest bill.

If you're a Prepaid customer and we send notices to you, they will be considered received immediately if we send them to your wireless device or to any email you've given us, or if we post them as a precall notification on your Service, or after three days if we mail them to the most current address we have for you. If you need to send notices to us, please send them to the Customer Service Prepaid address at [verizon.com/contactus](http://verizon.com/contactus).

If any part of this agreement, including anything regarding the arbitration process (except for the prohibition on class arbitrations as explained in part 8 of the dispute resolution section above), is ruled invalid, that part may be removed from this agreement.

This agreement and the documents it incorporates form the entire agreement between us. You can't rely on any other documents, or on what's said by any Sales or Customer Service Representatives, and you have no other rights regarding Service or this agreement. This Agreement isn't for the benefit of any third party except our parent companies, affiliates, subsidiaries, agents, and predecessors and successors in interest. Except where we've agreed otherwise elsewhere in this agreement, this agreement and any disputes covered by it are governed by federal law and the laws of the state encompassing the area code of your wireless phone number when you accepted this agreement, without regard to the conflicts of laws and rules of that state.

Updated October 20, 2021

# Exhibit 2



**INSTALLMENT LOAN AGREEMENT/SECURITY AGREEMENT**

CREDITOR: VERIZON WIRELESS SERVICES LLC  
1 Verizon Way, Basking Ridge, NJ 07920 (800)-922-0204

SELLER :

GO WIRELESS INC. DBA GOWIRELESS AUBURN SUPERMALL WAY

VERIZON, 1102 OUTLET COLLECTION WAY SW/NAUBURN, WA  
980016574

Location Code : 72904-01

Transaction # : 48918

Application # : 528195471

Contract # : 1506168967

Transaction date : 12/06/2021

BORROWER'S NAME MARY BOWMAN, the Verizon Wireless Account Owner, or if not the Borrower signing below his/her authorized Account Manager delegate(s): DORIS BOWMAN, HOLLIE BOWMAN, MARY DORE

BORROWER'S PHONE  
NUMBER

ACCOUNT OWNER'S ADDRESS

DESCRIPTION OF GOODS TCL Flip Pro in Slate Gray/TCL-4056S ("Device")

RETAIL PRICE (before down payment): \$79.99 DOWN PAYMENT (if applicable): \$0.00

YOU, meaning the Borrower named above, agree to pay the Creditor, Verizon Wireless, the Loan Amount disclosed in the itemization of Amount Financed below, pursuant to the terms of this Installment Loan Agreement/Security Agreement (the "Device Payment Agreement"). For purposes of this Device Payment Agreement, the terms "We," "Us," or "Our" means Verizon Wireless.

| ANNUAL PERCENTAGE RATE                         | FINANCE CHARGE                                       | AMOUNT FINANCED   | TOTAL OF PAYMENTS   |
|--|--|---|---|
| The cost of Your credit at a yearly rate<br>0% | The dollar amount the credit will cost You<br>\$0.00 | The amount of credit provided to You or on Your behalf<br>\$79.99 | The amount You will have paid after making all payments as scheduled<br>\$79.99 |

Your payment schedule will be:

Number of Payments: 30

Amount of Payments: Payment 1: \$2.85 Payment 2-30: \$2.66

When Payments are Due: monthly starting on 01/20/2022

**SECURITY.** You are granting to Creditor a security interest in the Device.

**LATE CHARGE.** Payments received 15 or more days after Your due date may incur a late payment fee of up to 5% or \$5, whichever is less.

**ADDITIONAL INFORMATION.** Please see Your Device Payment Agreement terms for any additional information about nonpayment, default, any required payment in full before scheduled payments dates, and prepayment terms.

ITEMIZATION OF AMOUNT FINANCED OF

|                     |         |
|---------------------|---------|
| (A) LOAN AMOUNT     | \$79.99 |
| (B) FINANCE CHARGE  | \$0.00  |
| (C) AMOUNT FINANCED | \$79.99 |

## DEVICE PAYMENT AGREEMENT TERMS

1. **DEVICE PAYMENT AGREEMENT.** THIS DEVICE PAYMENT AGREEMENT REQUIRES THAT YOU MAINTAIN SERVICE WITH VERIZON WIRELESS UNDER YOUR CUSTOMER AGREEMENT. ALTHOUGH YOUR CUSTOMER AGREEMENT WITH VERIZON WIRELESS IS A SEPARATE DOCUMENT, EXCEPT AS PROHIBITED BY APPLICABLE LAW, THE WAIVERS AND LIMITATIONS OF LIABILITY, DISCLAIMER OF WARRANTIES, AND OTHER PROVISIONS OF YOUR CUSTOMER AGREEMENT ARE INCORPORATED BY THIS REFERENCE IN THIS DEVICE PAYMENT AGREEMENT, AND SHALL SURVIVE TERMINATION OF YOUR CUSTOMER AGREEMENT. ADDITIONALLY, ANY DISPUTES UNDER THIS DEVICE PAYMENT AGREEMENT (INCLUDING, WITHOUT LIMITATION, ANY DISPUTES AGAINST THE SELLER AND/OR VERIZON WIRELESS) SHALL BE RESOLVED IN ACCORDANCE WITH THE DISPUTE RESOLUTION PROVISIONS IN YOUR CUSTOMER AGREEMENT UNDER THE HEADING: "HOW DO I RESOLVE DISPUTES WITH VERIZON WIRELESS", WHICH TERMS ARE INCORPORATED BY REFERENCE. SPECIFICALLY, YOU AND VERIZON WIRELESS (AND/OR THE SELLER) BOTH AGREE TO RESOLVE ALL DISPUTES UNDER THIS DEVICE PAYMENT AGREEMENT ONLY BY ARBITRATION OR SMALL CLAIMS COURT AND YOU WAIVE ANY RIGHT TO A JUDGE OR JURY IN ANY ARBITRATION.
2. **PAYMENTS.** Payment is due as stated on Your Verizon Wireless bill. IF WE DO NOT RECEIVE PAYMENT WITHIN FIFTEEN (15) DAYS OF THE DUE DATE, WE MAY CHARGE YOU A LATE PAYMENT FEE OF UP TO 5% OF THE UNPAID BALANCE OF YOUR BILL OR \$5, WHICHEVER IS LESS, except where prohibited by law. Your specific payment schedule is provided on page 1. Returned checks will be subject to a fee of up to \$25, except where prohibited by law. Payments You make will be applied first to balances due under Your Customer Agreement and then to balances due under this Device Payment Agreement. If You have more than one device financing agreement with Verizon Wireless on Your account, payments will be applied to the oldest one first, and then to more recent ones in order of age; if two device financing agreements with Verizon Wireless are entered into on the same day, the one added to Our system first will be deemed older. Your payment schedule is determined by the date that You accept these terms and conditions, which allows Us to apply charges to Your bill. If You order a Device that is not available for shipment at the time of order, We will provide You with a payment schedule based on Our best estimate of when Your Device will be shipped. Your first payment will not be due until the Device is shipped. For any Device not available for shipment at the time of order, You agree that We may update the estimated payment schedule when Your Device is shipped, and We will provide the new payment schedule to You in writing. Additionally, if a delay in accepting this Device Payment Agreement or activating Your Device results in any charges becoming due on a date(s) later than the payment schedule, We will provide You with an updated payment schedule on Your bill. If You do not activate Your Device within forty-five (45) days of receipt, it shall be considered an event of Default subject to Section 6 of this Device Payment Agreement. If Your Device qualifies for an early upgrade offer, visit [verizonwireless.com/upgradeterms](https://verizonwireless.com/upgradeterms) for further details, terms and conditions.
3. **PREPAYMENT:** You may pay the total amount due under this Device Payment Agreement at any time before the final scheduled payment is due, and You will not have to pay a penalty. If You pay more than the monthly payment due, any excess amount You pay will be credited to Your account, and applied to any future charges pursuant to Section 2 above.
4. **SECURITY INTEREST.** You are granting to Verizon Wireless a purchase money security interest ("PMSI") in the Device and any or all cash or non-cash proceeds of the Device (including, as applicable, any substitutions or replacements), to secure Your payment and performance of Your obligations under this Device Payment Agreement (collectively, the "**Secured Obligations**"). The PMSI You are granting to Verizon Wireless is subject to the Uniform Commercial Code in effect in the state of Your billing address indicated on this Device Payment Agreement at the time it is signed and will continue until Verizon Wireless has received payment in full of the Secured Obligations. We have no right to unlawfully enter Your premises or commit any breach of the peace to



repossess goods (Device) purchased under this Device Payment Agreement. If You are in Default under this Device Payment Agreement, We may take possession of the Device and may sell, lease, or otherwise dispose of the Device to satisfy any unpaid Secured Obligations.

5. **RISK OF LOSS: INSURANCE.** You bear the entire risk of loss, theft or damage to the Device from any cause during the term of this Device Payment Agreement. Even if the Device is lost, stolen or damaged, You remain obligated for the Amount Financed. We recommend that You obtain property insurance on the Device. You may obtain property insurance from others for the Device purchased under this Device Payment Agreement.
6. **DEFAULT AND REMEDIES.** You are in default under this Device Payment Agreement if You fail to make any required payment when due or within fifteen (15) days of the due date; You terminate Your Customer Agreement; We terminate Your Customer Agreement for good cause; You breach any covenant, representation or warranty hereunder which is not cured within ten (10) days after written notice to You; or We terminate Your Service for breach (each a "**Default**"). To the extent permitted by applicable law, upon a Default We have the right to require You to pay immediately the entire remaining balance in full under this Device Payment Agreement, and to pay Us actual and reasonable costs of collection. In addition, to the extent permitted by applicable law, upon a Default We may (a) take possession of the Device, (b) sell, lease or otherwise dispose of the Device, and/or (c) exercise all other remedies available to a secured party under the Uniform Commercial Code in effect in the state of Your billing address indicated on this Device Payment Agreement at the time it is signed or other applicable law. We will give You notice of Our intent to exercise Our rights as required by applicable law.
7. **ASSIGNMENT.** We may, without Your consent, and without giving You notice, assign or transfer this Device Payment Agreement or any payment or any other sums due or to become due hereunder. In such event our assignee will have, to the extent transferred or assigned to it, all Our rights, powers, privileges and remedies under this Device Payment Agreement. You agree You will not assign this Device Payment Agreement or any interest in it and will not sell or transfer, or offer to sell or transfer or enter, or offer to enter, into any lease with respect to the Device covered by this Device Payment Agreement without Our prior written consent.
8. **MILITARY LENDING ACT DISCLOSURE.** If You are a member of the active military, or a spouse or dependent of the active military, the following apply (the federal government requires Us to provide this notice to You even though we do not assess any of the fees referenced below): Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: The costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account). Please refer to the Truth In Lending Act disclosures in this Device Payment Agreement for information regarding Your monthly payments. To hear this statement of rights under the Military Lending Act, please call 800-922-0204 and mention Military Lending Act.
9. **ELECTRONIC ACCESS TO DEVICE PAYMENT AGREEMENT / OTHER COMMUNICATIONS.** By signing below, You acknowledge that You have access to Verizon Wireless' website at [www.verizonwireless.com](http://www.verizonwireless.com) , where a copy of this Device Payment Agreement and related privacy and other communications will be provided to You. You also consent to receive account-related communications in an electronic format, such as by email. If You want a paper copy of this Device Payment Agreement, You may ask Your sales representative to email or print a copy for You.

10. BORROWER'S RIGHT TO CANCEL. If You do not want the Device purchased from the Seller under this Device Payment Agreement, You may cancel this Device Payment Agreement by contacting the Seller in person within forty five (45) days of Your acceptance. You must return Your Device pursuant to the Seller's return policy to obtain a refund. If You do not return Your Device within the return period, You will be charged for the Amount Financed for Your Device.
11. SOUTH DAKOTA CUSTOMERS: If there are any improprieties in the making or servicing of this Device Payment Agreement, please contact the South Dakota Division of Banking:  
South Dakota Division of Banking  
1601 N.Harrison Ave, Suite 1  
Pierre, SD 57501  
(605)773-3421

**I agree to all the terms and conditions of the Installment Loan Agreement/Security Agreement (ILA), including my obligation to make the monthly payments described on page 1 of my ILA, my right to cancel within forty five (45) days, and my grant of a security interest to Verizon Wireless in the device.**

\_\_\_\_\_  
(Borrower's Signature) 12/06/2021  
(Date)

## Customer Agreement

I agree to the Verizon Customer Agreement (CA), including the Verizon Privacy Policy, and settlement of disputes by arbitration instead of jury trial, as well as the terms of the plan and optional services I have chosen.

## Device Payment Agreement

I agree to all of the terms and conditions of the Installment Loan Agreement(s)/Security Agreement(s) (ILA(s)), including my obligation to make the monthly payments described on page 1 of my ILA(s), my right to cancel within forty five (45) days, and my grant of a security interest to Verizon Wireless in the device(s).

I am aware that I can view the CA and the ILA(s) anytime at [verizonwireless.com](http://verizonwireless.com).

By signing below, I agree to the ILA(s) and the CA



Signature \_\_\_\_\_ 12/06/2021  
(Date)

# Exhibit 3

# My Verizon Wireless Customer Agreement

## Customer Agreement

(Para una copia de este documento en español, visite nuestro sitio web: [espanol.verizon.com](https://espanol.verizon.com))

**Thanks for choosing Verizon. In this Customer Agreement ("Agreement"), you'll find important information about your wireless Service, including:**

- Our ability to make changes to your Service or this Agreement's terms.
- Our liability if things don't work as planned and how any disputes between us must be resolved in arbitration or small claims court.

## My Service

Your Service terms and conditions are part of this Agreement. Your Plan includes your monthly allowances and features, where you can use them (your "Coverage Area"), and their monthly and pay-per-use charges. You can also subscribe to several Optional Services, like international service plans or equipment protection services. Together, your Plan, features you use and any Optional Services you select are your Service. Your billing and shipping addresses, and your primary place of use, must be within the areas served by the network Verizon owns and operates. The current version of this Agreement and the terms and conditions for your Service are available online at [verizon.com](https://verizon.com). A description of permitted and prohibited uses for calling and Data Services is available online at [verizon.com/support/important-plan-information](https://verizon.com/support/important-plan-information) or for prepaid at [verizon.com/support/prepaid-customer-info-legal](https://verizon.com/support/prepaid-customer-info-legal).

By using the Service, you are agreeing to every provision of this Agreement, any applicable terms and conditions for your Service, and the terms described in the Important Plan Information, whether or not you have read them. This Agreement also applies to all lines on your account and anyone who uses your Service.

## Cancellation

You can cancel a line of Service within 30 days of accepting this Agreement without having to pay an early termination fee as long as you return, within the applicable return period, any equipment you purchased from us or one of our authorized retailers at a discount in connection with your acceptance of this Agreement, but you'll still have to pay for your Service through that date. If you signed up for Prepaid Service, no refunds will be granted after 30 days or if your account has been activated. See [verizon.com/support/return-policy/](https://verizon.com/support/return-policy/) for complete details and information on returning your equipment.

## My privacy

Accepting this Agreement means that you also agree to our Privacy Policy, available at [verizon.com/privacy](https://verizon.com/privacy), which may be updated from time to time and describes the information we collect, how we use and share it, and the choices you have about how certain information is used and shared. We will notify you or ask for your permission, as appropriate, if we plan to use your information for additional purposes. It is your responsibility to let the people who connect devices through your mobile hotspot, Jetpack, or wireless router know that we will collect, use and share information about their device and use of the Service as described in our Privacy Policy.

If you subscribe to Service for which usage charges are billed at the end of the billing period ("Postpay Service"), or have a device payment installment agreement, we may investigate your credit history at any time in connection with the service subscription or device payment installment agreement. If you'd like the name and address of any credit agency that gives us a credit report about you, just ask.



Many services and applications offered through your device may be provided by third parties. When you access and use third-party services, including third-party services which Verizon may make available as part of or in connection with your Verizon Service, you are subject to the terms of service and privacy policy issued by those third-party providers when using their services. You should review their applicable terms and privacy policy before you use, link to or download a service or application provided by a third party.

You agree that Verizon and collections agencies that work on our behalf may contact you about your account status, including past-due or current charges, using prerecorded calls, email and calls or messages delivered by an automatic telephone dialing system to any wireless phone number, other contact number or email address you provide. Verizon will treat any email address you provide as your private email that is only accessible by you; you acknowledge that we may send you receipts, notices and other documents regarding your service to this email address. Unless you notify us that your wireless service is based in a different time zone, calls will be made to your cellular device during permitted calling hours based upon the time zone affiliated with the mobile telephone number you provide.

### **What happens if my Postpay Service is canceled before the end of my contract term?**

If you're signing up for Postpay Service, you're agreeing to subscribe to a line of Service either on a month-to-month basis or for a minimum contract term, as shown on your receipt or order confirmation. (If your Service is suspended without billing or at a reduced billing rate, that time doesn't count toward completing your contract term.) Once you've completed your contract term, you'll automatically become a customer on a month-to-month basis for that line of Service. **If your line of service has a contract term and you cancel that line, or if we cancel it for good cause, during that contract term, you'll have to pay an early termination fee.** If your contract term results from your purchase of an advanced device, your early termination fee will be \$350, which will decline by \$10 per month upon completion of months 7 – 17, \$20 per month upon completion of months 18 – 22, \$60 upon completion of month 23 and will be \$0 upon completion of the contract term. For other contract terms, your early termination fee will be \$175, which will decline by \$5 per month upon completion of months 7 – 17, \$10 per month upon completion of months 18 – 22, \$30 upon completion of month 23 and will be \$0 upon completion of your contract term.

Cancellations will become effective on the last day of that month's billing cycle, and you are responsible for all charges incurred until then. Also, if you bought your wireless device from an authorized agent or third-party vendor, you should check whether it charges a separate termination fee.

**If you purchased a device on a monthly installment agreement and cancel service, you should check that agreement to determine if you may have to immediately pay off the balance.**

### **Your mobile number and porting**

You may be able to transfer, or "port," your wireless phone number to another carrier. If you port a number from us, we'll treat it as though you asked us to cancel your Service for that number. After the porting is completed, you won't be able to use our service for that number, but you'll remain responsible for all fees and charges through the end of that billing cycle, just like any other cancellation. If you're a Prepaid customer, you won't be entitled to a refund of any balance on your account. If you port a number to us, please be aware that we may not be able to provide some services right away, such as 911 location services. You don't have any rights to your wireless phone number, except for any right you may have to port it. After a line of service is disconnected, for any reason, the disconnected Mobile Telephone Number (MTN) may not be suspended or otherwise reserved and may not be able to be recovered.

### **Can I have someone else manage my Postpay account?**

No problem – just tell us by phone, in person or in writing. You can appoint someone to manage your Postpay account. The person you appoint (the Account Manager) will be able to make changes to your account, including adding new lines of Service, buying a new wireless device(s) on a device payment agreement based upon your credit history, billing certain services and accessories to your account, and extending your contract term. Any changes that person makes will be treated as modifications to this Agreement.

### **Can Verizon change this Agreement or my Service?**

We may change prices or any other term of your Service or this Agreement at any time, but we'll provide notice first, including written notice if you have Postpay Service. If you use your Service after the change takes effect, that means you're accepting the change. If you're a Postpay customer and a change to your Plan or this Agreement has a material adverse effect on you, you can cancel the line of Service that has been affected within 60 days of receiving the notice with no early termination fee if we fail to negate the change after you

notify us of your objection to it. Notwithstanding this provision, if we make any changes to the dispute resolution provision of this Agreement, such changes will not affect the resolution of any disputes that arose before such change.

### **My wireless device**

Your wireless device must comply with Federal Communications Commission regulations, be certified for use on our network and be compatible with your Service. Please be aware that we may change your wireless device's software, applications or programming remotely, without notice. This could affect your stored data, or how you've programmed or use your wireless device. By activating Service that uses a SIM (Subscriber Identity Module) card, you agree we own the intellectual property and software in the SIM card, that we may change the software or other data in the SIM card remotely and without notice, and we may utilize any capacity in the SIM card for administrative, network, business and/or commercial purposes. In order to mitigate theft and other fraudulent activity, newly purchased devices may be locked to work exclusively on the Verizon Network for 60 days. For more information, visit [verizon.com/support/device-unlocking-policy](http://verizon.com/support/device-unlocking-policy).

### **Internet access**

If you download or use applications, services or software provided by third parties (including voice applications), 911 or E911, or other calling functionality, may work differently than services offered by us or may not work at all. Please review all terms and conditions of such third-party products. Verizon Wireless is not responsible for any third-party information, content, applications or services you access, download or use on your device. You are responsible for maintaining virus and other internet security protections when accessing these third-party products or services. For additional information, visit the Verizon Content Policy at [verizon.com/about/our-company/company-policies](http://verizon.com/about/our-company/company-policies). To learn about content filtering and how you may block materials harmful to minors, visit [verizon.com/solutions-and-services/content-filters/](http://verizon.com/solutions-and-services/content-filters/). For information about our network management practices for our broadband internet access services, visit [verizon.com/about/our-company/open-internet](http://verizon.com/about/our-company/open-internet).

### **Where and how does Verizon wireless Service work?**

Wireless devices use radio transmissions, so unfortunately you can't get Service if your device isn't in range of a transmission signal. And please be aware that even within your Coverage Area, many things can affect the availability and quality of your Service, including network capacity, your device, terrain, buildings, foliage and weather.

### **How does Verizon calculate my charges?**

You agree to pay all access, usage and other charges that you or any other user of your wireless device incurred. If multiple wireless devices are associated with your account, you agree to pay all charges incurred by users of those wireless devices. For charges based on the amount of time used or data sent or received, we'll round up any fraction to the next full minute or, depending on how you're billed for data usage, the next full megabyte or gigabyte. For outgoing calls, usage time starts when you first press **Send** or the call connects to a network, and for incoming calls, it starts when the call connects to a network (which may be before it rings). Usage time may end several seconds after you press **End** or after the call disconnects. For calls made on our network, we charge only for calls that are answered, including by machines. For Postpay Service, usage cannot always be processed right away and may be included in a later bill, but the usage will still count toward your allowance for the month when the Service was used.

### **What charges are set by Verizon?**

Our charges may also include Federal Universal Service, Regulatory and Administrative Charges, and we may also include other charges related to our governmental costs. We set these charges; they aren't taxes, they aren't required by law, they are not necessarily related to anything the government does, they are kept by us in whole or in part, and the amounts and what they pay for may change. For more information, visit [verizon.com/support/surcharges/](http://verizon.com/support/surcharges/).

### **Government taxes, fees and surcharges**

You must pay all taxes, fees and surcharges set by federal, state and local governments. Please note that we may not always be able to notify you in advance of changes to these charges.

### **What is roaming?**

You're "roaming" whenever your wireless device connects to a network outside your Coverage Area or connects to another carrier's network, which could happen even within your Coverage Area. There may be higher rates or extra charges (including charges for long distance, tolls or calls that don't connect), and your data service may be limited or slowed when roaming.



**How can I prevent unintended charges on my bill or block spam calls?**

Many services and applications are accessible on or through wireless devices, including purchases of games, movies, music and other content. Some of these services are provided by Verizon. Others are provided by third parties that may offer the option to bill the charges to your Verizon bill or other methods of payment. Charges may be one-time or recurring. The amount and frequency of the charges will be disclosed to you or the person using your device or a device associated with your account at the time a purchase is made. If the purchaser chooses to have the charges billed to your account, such charges will become part of the amount due for that billing cycle. Verizon offers tools to block or restrict these services, and to block all billing for third-party services on your Verizon wireless bill, at [verizon.com/myverizon](http://verizon.com/myverizon). We do not support calls to 900, 976 and certain other international premium rate numbers.

Verizon automatically blocks in the network many calls that are highly likely to be illegal, such as calls from telephone numbers that are not authorized to make outbound calls. Additionally, your Service includes access to optional blocking tools for unwanted robocalls through our Call Filter service to which you may be auto-enrolled. This service sends to voicemail many calls we determine to be high-risk spam, but you can adjust your spam filter preferences to block more or less calls. Visit [verizon.com/about/responsibility/robocalls](http://verizon.com/about/responsibility/robocalls) for more info.

**How and when can I dispute charges?**

If you're a Postpay customer, you can dispute your bill within 180 days of receiving it, but unless otherwise provided by law or unless you're disputing charges because your wireless device was lost or stolen, you still have to pay all charges until the dispute is resolved. If you're a Prepaid customer, you can dispute a charge within 180 days of the date the disputed charge was incurred. **YOU MAY CALL US TO DISPUTE CHARGES ON YOUR BILL OR ANY SERVICE(S) FOR WHICH YOU WERE BILLED, BUT IF YOU WISH TO PRESERVE YOUR RIGHT TO BRING AN ARBITRATION OR SMALL CLAIMS CASE REGARDING SUCH DISPUTE, YOU MUST WRITE TO US AT THE CUSTOMER SERVICE ADDRESS ON YOUR BILL, OR SEND US A COMPLETED NOTICE OF DISPUTE FORM (AVAILABLE AT VERIZON.COM), WITHIN THE 180-DAY PERIOD MENTIONED ABOVE. IF YOU DO NOT NOTIFY US IN WRITING OF SUCH DISPUTE WITHIN THE 180-DAY PERIOD, YOU WILL HAVE WAIVED YOUR RIGHT TO DISPUTE THE BILL OR SUCH SERVICE(S) AND TO BRING AN ARBITRATION OR SMALL CLAIMS CASE REGARDING ANY SUCH DISPUTE.**

**What are my rights for dropped calls or interrupted Service?**

If you drop a call in your Coverage Area, redial. If it's answered within 5 minutes, call us within 90 days if you're a Postpay customer or within 45 days if you're a Prepaid customer, and we'll give you a 1-minute airtime credit. If you're a Postpay customer and you lose Service in your Coverage Area for more than 24 hours in a row and we're at fault, call us within 180 days and we'll give you a credit for the time lost. Please be aware that these are your only rights for dropped calls or interrupted Service.

**Billing and payments**

If you're a Postpay customer and we don't get your payment on time, we will charge you a late fee of up to 1.5% per month (18% per year) on the unpaid balance, or a flat \$5 per month, whichever is greater, if allowed by law in the state of your billing address. (If you choose to have your Service billed by another company [pursuant to a Verizon-approved program], late fees are set by that company and may be higher than our late fees.) Late fees are part of the rates and charges you agree to pay. If you fail to pay on time and we refer your account(s) to a third party for collection, a collection fee will be assessed and will be due at the time of the referral to the third party. The fee will be calculated at the maximum percentage permitted by applicable law, not to exceed 18%. We may require a deposit at the time of activation or afterward, or an increased deposit. We'll pay simple interest on any deposit at the rate the law requires. We may apply deposits or payments in any order to any amounts you owe us on any account. If your final credit balance is less than \$1, we will refund it only if you ask. If your service is suspended or terminated, you may have to pay a fee to have service reactivated.

If you're a Prepaid customer, you may replenish your balance at any time before the expiration date by providing us with another payment. If you maintain a Prepaid account balance, it may not exceed \$1,000 and you may be prevented from replenishing if your balance reaches \$1,000. We may apply your payments to any amounts you may owe us if your earlier account replenishment payments had been reversed. If you do not have sufficient funds in your account to cover your Service, and sufficient funds are not added within 60 days, your account will be canceled and any unused balance will be forfeited.



If your check or electronic bank payment to us is returned as not payable, we will charge your account a returned payment fee that will be the lesser of \$30 or the maximum allowable by law. The substantive laws of Pennsylvania shall be applied to disputes related to checks tendered as payment in full for less than the full balance due, without regard to the conflicts of laws and rules of that state. If you make a payment, or make a payment arrangement, through a call center representative, we may charge you an Agent Assistance Fee.

### **Backup Payment Agreement**

When you identify the payment account or payment method that you want us to debit or charge in the event that your account is closed but remains unpaid, you authorize us to bill that payment account or payment method for the amount of any such outstanding balance(s) that you might continue to owe us for any of your Verizon accounts. If the payment method is a credit or debit card, you also agree that we may obtain updated account information from your card issuer or card network for that card. You also affirm that you have the authority to approve all charges to that designated payment account or payment method.

### **What if my wireless device gets lost or stolen?**

We're here to help. It's important that you notify us right away, so we can suspend your Service to keep someone else from using it. If you're a Postpay customer and your wireless device is used after the loss or theft but before you report it, and you want a credit for any charges for that usage, we're happy to review your account activity and any other information you'd like us to consider. Keep in mind that you may be held responsible for the charges if you delayed reporting the loss or theft without good reason, but you don't have to pay any charges you dispute while they are being investigated. If you are a California customer and we haven't given you a courtesy suspension of recurring monthly charges during the past year, we'll give you one for 30 days or until you replace or recover your wireless device, whichever comes first.

### **What are Verizon's rights to limit or end Service or end this Agreement?**

We can, without notice, limit, suspend or end your Service or any agreement with you for any good cause, including, but not limited to: (1) if you: (a) breach this agreement or violate our prohibited usage policies; (b) resell your Service; (c) use your Service for any illegal purpose, including use that violates trade and economic sanctions and prohibitions promulgated by any US governmental agency; (d) install, deploy or use any regeneration equipment or similar mechanism (for example, a repeater) to originate, amplify, enhance, retransmit or regenerate an RF signal without our permission; (e) steal from or lie to us; or, if you're a Postpay customer; (f) do not pay your bill on time; (g) incur charges larger than a required deposit or billing limit, or materially in excess of your monthly access charges (even if we haven't yet billed the charges); (h) provide credit information we can't verify; (i) are unable to pay us or go bankrupt; or (j) default under any device financing agreement with Verizon; or (2) if you, any user of your device or any line of service on your account, or any account manager on your account: (a) threaten, harass, or use vulgar and/or inappropriate language toward our representatives; (b) interfere with our operations; (c) "spam," or engage in other abusive messaging or calling; (d) modify your device from its manufacturer's specifications; or (e) use your Service in a way that negatively affects our network or other customers. We can also temporarily limit your Service for any operational or governmental reason.

### **Am I eligible for special discounts?**

If you're a Postpay customer, you may be eligible for a discount if you are and remain affiliated with an organization that has an agreement with us. Unless your discount is through a government employee discount program, we may share certain information about your Service (including your name, your wireless telephone number and your total monthly charges) with your organization from time to time to make sure you're still eligible. We may adjust or remove your discount according to your organization's agreement with us, and remove your discount if your eligibility ends or your contract term expires. In any case, this won't be considered to have a material adverse effect on you.

### **DISCLAIMER OF WARRANTIES**

We make no representations or warranties, express or implied, including, to the extent permitted by applicable law, any implied warranty of merchantability or fitness for a particular purpose, about your Service, your wireless device, or any applications you access through your wireless device. We do not warrant that your wireless device will work perfectly, that all features will work, that your device will not need occasional upgrades or modifications, or that it will not be negatively affected by network-related modifications, upgrades or similar activity.

**WAIVERS AND LIMITATIONS OF LIABILITY**

You and Verizon both agree to limit claims against each other solely to direct damages. That means neither of us will claim any damages that are indirect, special, consequential, incidental, treble or punitive. For example, disallowed damages include those arising out of a Service or device failure, unauthorized access or changes to your account or device, or the use of your account or device by others to authenticate, access or make changes to a third-party account, such as a financial or cryptocurrency account, including changing passwords or transferring or withdrawing funds. This limitation and waiver will apply regardless of the theory of liability. It also applies if you bring a claim against one of our suppliers, to the extent we would be required to indemnify the supplier for the claim. You agree we aren't responsible for problems caused by you or others, or by any act of God. You also agree we aren't liable for missed or deleted voicemails or other messages, or for any information (like pictures) that gets lost or deleted if we work on your device. If another wireless carrier is involved in any problem (for example, while you're roaming), you also agree to any limitations of liability that it imposes.

**HOW DO I RESOLVE DISPUTES WITH VERIZON?**

**WE HOPE TO MAKE YOU A HAPPY CUSTOMER, BUT IF THERE'S AN ISSUE THAT NEEDS TO BE RESOLVED, THIS SECTION OUTLINES WHAT'S EXPECTED OF BOTH OF US.**

**YOU AND VERIZON BOTH AGREE TO RESOLVE DISPUTES ONLY BY ARBITRATION OR IN SMALL CLAIMS COURT AS DISCUSSED BELOW. YOU UNDERSTAND THAT BY THIS AGREEMENT YOU ARE GIVING UP THE RIGHT TO BRING A CLAIM IN COURT OR IN FRONT OF A JURY. WHILE THE PROCEDURES IN ARBITRATION MAY BE DIFFERENT, AN ARBITRATOR CAN AWARD YOU THE SAME DAMAGES AND RELIEF, AND MUST HONOR THE SAME TERMS IN THIS AGREEMENT, AS A COURT WOULD. IF THE LAW ALLOWS FOR AN AWARD OF ATTORNEYS' FEES, AN ARBITRATOR CAN AWARD THEM TOO. THE SAME DEFENSES ARE ALSO AVAILABLE TO BOTH PARTIES AS WOULD BE AVAILABLE IN COURT INCLUDING ANY APPLICABLE STATUTE OF LIMITATIONS. WE ALSO BOTH AGREE THAT:**

(1) THE FEDERAL ARBITRATION ACT APPLIES TO THIS AGREEMENT. EXCEPT FOR SMALL CLAIMS COURT CASES, ANY DISPUTE THAT IN ANY WAY RELATES TO OR ARISES OUT OF THIS AGREEMENT, OR FROM ANY EQUIPMENT, PRODUCTS AND SERVICES YOU RECEIVE FROM US, OR FROM ANY ADVERTISING FOR ANY SUCH PRODUCTS OR SERVICES, OR FROM OUR EFFORTS TO COLLECT AMOUNTS YOU MAY OWE US FOR SUCH PRODUCTS OR SERVICES, INCLUDING ANY DISPUTES YOU HAVE WITH OUR EMPLOYEES OR AGENTS, WILL BE RESOLVED BY ONE OR MORE NEUTRAL ARBITRATORS BEFORE THE AMERICAN ARBITRATION ASSOCIATION ("AAA") OR BETTER BUSINESS BUREAU ("BBB"). YOU CAN ALSO BRING ANY ISSUES YOU MAY HAVE TO THE ATTENTION OF FEDERAL, STATE OR LOCAL GOVERNMENT AGENCIES, AND IF THE LAW ALLOWS, THEY CAN SEEK RELIEF AGAINST US FOR YOU. THIS AGREEMENT TO ARBITRATE CONTINUES TO APPLY EVEN AFTER YOU HAVE STOPPED RECEIVING SERVICE FROM US.

(2) UNLESS YOU AND VERIZON AGREE OTHERWISE, THE ARBITRATION WILL TAKE PLACE IN THE COUNTY OF YOUR BILLING ADDRESS. FOR CLAIMS OVER \$10,000, THE AAA'S CONSUMER ARBITRATION RULES WILL APPLY. FOR CLAIMS OF \$10,000 OR LESS, THE PARTY BRINGING THE CLAIM CAN CHOOSE EITHER THE AAA'S CONSUMER ARBITRATION RULES OR THE BBB'S RULES FOR BINDING ARBITRATION. YOU CAN GET PROCEDURES, RULES AND FEE INFORMATION FROM THE AAA (WWW.ADR.ORG), THE BBB (WWW.BBB.ORG) OR FROM US. FOR CLAIMS OF \$10,000 OR LESS, YOU CAN CHOOSE WHETHER YOU'D LIKE THE ARBITRATION CARRIED OUT BASED ONLY ON DOCUMENTS SUBMITTED TO THE ARBITRATOR, OR BY A HEARING IN PERSON OR BY PHONE. ALTERNATIVELY, FOR CLAIMS WITHIN THE JURISDICTIONAL LIMIT OF THE SMALL CLAIMS COURT IN THE STATE ENCOMPASSING YOUR BILLING ADDRESS, EITHER YOU OR VERIZON CAN CHOOSE TO BRING AN INDIVIDUAL ACTION IN SMALL CLAIMS COURT INSTEAD OF PROCEEDING IN ARBITRATION; FURTHERMORE, IF THE CLAIMS IN ANY REQUEST OR DEMAND FOR ARBITRATION COULD HAVE BEEN BROUGHT IN SMALL CLAIMS COURT, THEN EITHER YOU OR VERIZON MAY CHOOSE TO HAVE THE CLAIMS HEARD IN SMALL CLAIMS COURT, RATHER THAN IN ARBITRATION, AT ANY TIME BEFORE THE ARBITRATOR IS APPOINTED, BY NOTIFYING THE OTHER PARTY OF THAT CHOICE IN WRITING. IF THIS PROVISION OR THE LIMITATION ON BRINGING ACTIONS TO SMALL CLAIMS COURT IS FOUND TO BE

INVALID, THEN THIS PROVISION SHALL BE SEVERABLE AND THE MATTER WILL PROCEED IN ARBITRATION; IN NO WAY WILL THIS PROVISION ALLOW FOR AN ACTION TO BE BROUGHT ON A CLASS OR COLLECTIVE BASIS.

(3) THIS AGREEMENT DOESN'T ALLOW CLASS OR COLLECTIVE ARBITRATIONS EVEN IF THE AAA OR BBB PROCEDURES OR RULES WOULD. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE ARBITRATOR MAY AWARD MONEY OR INJUNCTIVE RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF WARRANTED BY THAT PARTY'S INDIVIDUAL CLAIM. NO CLASS, REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL OR GENERAL INJUNCTIVE RELIEF THEORIES OF LIABILITY OR PRAYERS FOR RELIEF MAY BE MAINTAINED IN ANY ARBITRATION HELD UNDER THIS AGREEMENT. ANY QUESTION REGARDING THE ENFORCEABILITY OR INTERPRETATION OF THIS PARAGRAPH SHALL BE DECIDED BY A COURT AND NOT THE ARBITRATOR.

(4) IF EITHER OF US INTENDS TO SEEK ARBITRATION UNDER THIS AGREEMENT, THE PARTY SEEKING ARBITRATION MUST FIRST NOTIFY THE OTHER PARTY OF THE DISPUTE IN WRITING AT LEAST 60 DAYS IN ADVANCE OF INITIATING THE ARBITRATION. NOTICE TO VERIZON SHOULD BE SENT TO VERIZON WIRELESS DISPUTE RESOLUTION MANAGER, ONE VERIZON WAY, BASKING RIDGE, NJ 07920. THE NOTICE MUST INCLUDE ENOUGH INFORMATION TO ALLOW US TO IDENTIFY YOUR ACCOUNT AS WELL AS TO ASSESS AND ATTEMPT TO RESOLVE YOUR CLAIM, INCLUDING THE NAME OF THE VERIZON WIRELESS ACCOUNT HOLDER, THE MOBILE TELEPHONE NUMBER AT ISSUE, A DESCRIPTION OF THE CLAIM, THE SPECIFIC FACTS SUPPORTING THE CLAIM, THE DAMAGES YOU CLAIM TO HAVE SUFFERED AND THE RELIEF YOU ARE SEEKING. THE NOTICE REQUIREMENT IS DESIGNED TO ALLOW VERIZON TO MAKE A FAIR, FACT-BASED OFFER OF SETTLEMENT IF IT CHOOSES TO DO SO. YOU CANNOT PROCEED TO ARBITRATION UNLESS YOU PROVIDE THIS INFORMATION. YOU MAY CHOOSE TO BE REPRESENTED BY AN ATTORNEY OR OTHER PERSON AS PART OF THIS PROCESS, BUT IF YOU DO YOU MUST SUBMIT A LETTER OR THE FORM AVAILABLE AT THIS LINK AUTHORIZING US TO DISCUSS YOUR ACCOUNT INFORMATION WITH THIS ATTORNEY OR OTHER PERSON. THE SUFFICIENCY OF THIS NOTICE IS AN ISSUE TO BE DECIDED BY A COURT PRIOR TO THE FILING OF ANY DEMAND FOR ARBITRATION. IF YOU HAVE PROVIDED THIS INFORMATION AND WE ARE UNABLE TO RESOLVE OUR DISPUTE WITHIN 60 DAYS, EITHER PARTY MAY THEN PROCEED TO FILE A CLAIM FOR ARBITRATION. WE'LL REIMBURSE ANY FILING FEE THAT THE AAA OR BBB CHARGES YOU FOR ARBITRATION OF THE DISPUTE AT THE CONCLUSION OF THE ARBITRATION IF YOU FULLY PARTICIPATE IN THE PROCEEDING. WE'LL ALSO PAY ANY ADMINISTRATIVE AND ARBITRATOR FEES CHARGED BY THE ARBITRATION TRIBUNAL. IF THE ARBITRATOR DETERMINES THAT YOUR CLAIM WAS FILED FOR PURPOSES OF HARASSMENT OR IS PATENTLY FRIVOLOUS, THE ARBITRATOR WILL REQUIRE YOU TO REIMBURSE VERIZON FOR ANY FILING, ADMINISTRATIVE OR ARBITRATOR FEES ASSOCIATED WITH THE ARBITRATION.

(5) WE MAY, BUT ARE NOT OBLIGATED TO, MAKE A WRITTEN SETTLEMENT OFFER ANYTIME BEFORE THE ARBITRATION HEARING. THE AMOUNT OR TERMS OF ANY SETTLEMENT OFFER MAY NOT BE DISCLOSED TO THE ARBITRATOR UNTIL AFTER THE ARBITRATOR ISSUES AN AWARD ON THE CLAIM. IF YOU DON'T ACCEPT THE OFFER AND THE ARBITRATOR AWARDS YOU AN AMOUNT OF MONEY THAT'S MORE THAN OUR OFFER BUT LESS THAN \$5,000, OR IF WE DON'T MAKE YOU AN OFFER, AND THE ARBITRATOR AWARDS YOU ANY AMOUNT OF MONEY BUT LESS THAN \$5,000, THEN WE AGREE TO PAY YOU \$5,000 INSTEAD OF THE AMOUNT AWARDED. IN THAT CASE WE ALSO AGREE TO PAY ANY REASONABLE ATTORNEYS' FEES AND EXPENSES, REGARDLESS OF WHETHER THE LAW REQUIRES IT FOR YOUR CASE. IF THE ARBITRATOR AWARDS YOU MORE THAN \$5,000, THEN WE WILL PAY YOU ONLY THAT AMOUNT.

(6) IF 25 OR MORE CUSTOMERS INITIATE NOTICES OF DISPUTE WITH VERIZON WIRELESS RAISING SIMILAR CLAIMS, AND COUNSEL FOR THE VERIZON WIRELESS CUSTOMERS BRINGING THE CLAIMS ARE THE SAME OR COORDINATED FOR THESE CUSTOMERS, THE CLAIMS SHALL PROCEED IN ARBITRATION IN A COORDINATED PROCEEDING. COUNSEL FOR THE VERIZON WIRELESS CUSTOMERS AND COUNSEL FOR VERIZON WIRELESS SHALL EACH SELECT FIVE CASES TO PROCEED FIRST IN ARBITRATION IN A BELLWETHER PROCEEDING. THE REMAINING CASES SHALL NOT

BE FILED IN ARBITRATION UNTIL THE FIRST TEN HAVE BEEN RESOLVED. IF THE PARTIES ARE UNABLE TO RESOLVE THE REMAINING CASES AFTER THE CONCLUSION OF THE BELLWETHER PROCEEDING, EACH SIDE MAY SELECT ANOTHER FIVE CASES TO PROCEED TO ARBITRATION FOR A SECOND BELLWETHER PROCEEDING. THIS PROCESS MAY CONTINUE UNTIL THE PARTIES ARE ABLE TO RESOLVE ALL OF THE CLAIMS, EITHER THROUGH SETTLEMENT OR ARBITRATION. A COURT WILL HAVE AUTHORITY TO ENFORCE THIS CLAUSE AND, IF NECESSARY, TO ENJOIN THE MASS FILING OF ARBITRATION DEMANDS AGAINST VERIZON.

(7) AN ARBITRATION AWARD AND ANY JUDGMENT CONFIRMING IT APPLY ONLY TO THAT SPECIFIC CASE; IT CAN'T BE USED IN ANY OTHER CASE EXCEPT TO ENFORCE THE AWARD ITSELF.

(8) IF FOR SOME REASON THE PROHIBITION ON CLASS ARBITRATIONS SET FORTH IN SUBSECTION (3) CANNOT BE ENFORCED AS TO ALL OR PART OF A DISPUTE, THEN THE AGREEMENT TO ARBITRATE WILL NOT APPLY TO THAT DISPUTE OR PART OF THE DISPUTE.

(9) IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN THROUGH ARBITRATION, YOU AND VERIZON AGREE THAT THERE WILL NOT BE A JURY TRIAL. YOU AND VERIZON UNCONDITIONALLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT IN ANY WAY. IN THE EVENT OF LITIGATION, THIS PARAGRAPH MAY BE FILED TO SHOW A WRITTEN CONSENT TO A TRIAL BY THE COURT.

### **About this Agreement**

If either you or we don't enforce our rights under this agreement in one instance, that doesn't mean you or we won't or can't enforce those rights in any other instance. You cannot assign this Agreement or any of your rights or duties under it without our permission. However, we may assign this Agreement or any debt you owe us without notifying you. If you're a Postpay customer, please note that many notices we send to you will show up as messages on your monthly bill. If you have online billing, those notices will be deemed received by you when your online bill is available for viewing. If you get a paper bill, those notices will be deemed received by you three days after we mail the bill to you. If we send other notices to you, they will be considered received immediately if we send them to your wireless device, or to any email or fax number you've given us, or after three days if we mail them to your billing address. If you need to send notices to us, please send them to the customer service address on your latest bill.

If you're a Prepaid customer and we send notices to you, they will be considered received immediately if we send them to your wireless device or to any email you've given us, or if we post them as a precall notification on your Service, or after three days if we mail them to the most current address we have for you. If you need to send notices to us, please send them to the Customer Service Prepaid address at [verizon.com/contactus](https://verizon.com/contactus).

If any part of this agreement, including anything regarding the arbitration process (except for the prohibition on class arbitrations as explained in part 8 of the dispute resolution section above), is ruled invalid, that part may be removed from this agreement.

This agreement and the documents it incorporates form the entire agreement between us. You can't rely on any other documents, or on what's said by any Sales or Customer Service Representatives, and you have no other rights regarding Service or this agreement. This Agreement isn't for the benefit of any third party except our parent companies, affiliates, subsidiaries, agents, and predecessors and successors in interest. Except where we've agreed otherwise elsewhere in this agreement, this agreement and any disputes covered by it are governed by federal law and the laws of the state encompassing the area code of your wireless phone number when you accepted this agreement, without regard to the conflicts of laws and rules of that state.

Updated March 16, 2022

# Exhibit 4

# My Verizon Wireless Customer Agreement

## Customer Agreement

(Para una copia de este documento en español, visite nuestro sitio web: [verizon.com/espanol](https://www.verizon.com/espanol))

Thanks for choosing Verizon. In this Customer Agreement ("Agreement"), you'll find important information about your wireless Service, including:

- Our ability to make changes to your Service or this Agreement's terms.
- Our liability if things don't work as planned and how any disputes between us must be resolved in arbitration or small claims court.

## My Service

Your Service terms and conditions are part of this Agreement. Your Plan includes your monthly allowances and features, where you can use them (your "Coverage Area"), and their monthly and pay-per-use charges. You can also subscribe to several Optional Services, like international service plans or equipment protection services. Together, your Plan, features you use and any Optional Services you select are your Service. Your billing and shipping addresses, and your primary place of use, must be within the areas served by the network Verizon owns and operates. The current version of this Agreement and the terms and conditions for your Service are available online at [verizon.com](https://www.verizon.com). A description of permitted and prohibited uses for calling and Data Services is available online at [verizon.com/support/important-plan-information](https://www.verizon.com/support/important-plan-information) or for prepaid at [verizon.com/support/prepaid-customer-info-legal](https://www.verizon.com/support/prepaid-customer-info-legal).

By using the Service, you are agreeing to every provision of this Agreement, any applicable terms and conditions for your Service, and the terms described in the Important Plan Information, whether or not you have read them. This Agreement also applies to all lines on your account and anyone who uses your Service.

## Cancellation

You can cancel a line of Service within 30 days of accepting this Agreement without having to pay an early termination fee as long as you return, within the applicable return period, any equipment you purchased from us or one of our authorized retailers at a discount in connection with your acceptance of this Agreement, but you'll still have to pay for your Service through that date. If you signed up for Prepaid Service, no refunds will be granted after 30 days or if your account has been activated. See [verizon.com/support/return-policy](https://www.verizon.com/support/return-policy) for complete details and information on returning your equipment.

## My privacy

Accepting this Agreement means that you also agree to our Privacy Policy, available at [verizon.com/privacy](https://www.verizon.com/privacy), which may be updated from time to time and describes the information we collect, how we use and share it, and the choices you have about how certain information is used and shared. We will notify you or ask for your permission, as appropriate, if we plan to use your information for additional purposes. It is your responsibility to let the people who connect devices through your mobile hotspot, Jetpack or wireless router know that we will collect, use and share information about their device and use of the Service as described in our Privacy Policy. If you are a California resident, you can view our California privacy notice at [verizon.com/californiaprivacy](https://www.verizon.com/californiaprivacy).

If you subscribe to Service for which usage charges are billed at the end of the billing period ("Postpay Service"), or have a device payment installment agreement, we may investigate your credit history at any time in connection with the service subscription or device payment installment agreement. If you'd like the name and address of any credit agency that gives us a credit report about you, just ask.



Many services and applications offered through your device may be provided by third parties. When you access and use third-party services, including third-party services which Verizon may make available as part of or in connection with your Verizon Service, you are subject to the terms of service and privacy policy issued by those third-party providers when using their services. You should review their applicable terms and privacy policy before you use, link to or download a service or application provided by a third party.

You agree that Verizon and collections agencies that work on our behalf may contact you about your account status, including past-due or current charges, using prerecorded calls, email and calls or messages delivered by an automatic telephone dialing system to any wireless phone number, other contact number or email address you provide. Verizon will treat any email address you provide as your private email that is only accessible by you; you acknowledge that we may send you receipts, notices and other documents regarding your service to this email address. Unless you notify us that your wireless service is based in a different time zone, calls will be made to your cellular device during permitted calling hours based upon the time zone affiliated with the mobile telephone number you provide.

**What happens if my Postpay Service is canceled before the end of my contract term?**

If you're signing up for Postpay Service, you're agreeing to subscribe to a line of Service either on a month-to-month basis or for a minimum contract term, as shown on your receipt or order confirmation. (If your Service is suspended without billing or at a reduced billing rate, that time doesn't count toward completing your contract term.) Once you've completed your contract term, you'll automatically become a customer on a month-to-month basis for that line of Service. **If your line of service has a contract term and you cancel that line, or if we cancel it for good cause, during that contract term, you'll have to pay an early termination fee. If your contract term results from your purchase of an advanced device, your early termination fee will be \$350, which will decline by \$10 per month upon completion of months 7 – 17, \$20 per month upon completion of months 18 – 22, \$60 upon completion of month 23 and will be \$0 upon completion of the contract term. For other contract terms, your early termination fee will be \$175, which will decline by \$5 per month upon completion of months 7 – 17, \$10 per month upon completion of months 18 – 22, \$30 upon completion of month 23 and will be \$0 upon completion of your contract term.** Cancellations will become effective on the last day of that month's billing cycle, and you are responsible for all charges incurred until then. Also, if you bought your wireless device from an authorized agent or third-party vendor, you should check whether it charges a separate termination fee.

**If you purchased a device on a monthly installment agreement and cancel service, you should check that agreement to determine if you may have to immediately pay off the balance.**

**Your mobile number and porting**

You may be able to transfer, or "port," your wireless phone number to another carrier. If you port a number from us, we'll treat it as though you asked us to cancel your Service for that number. After the porting is completed, you won't be able to use our service for that number, but you'll remain responsible for all fees and charges through the end of that billing cycle, just like any other cancellation. If you're a Prepaid customer, you won't be entitled to a refund of any balance on your account. If you port a number to us, please be aware that we may not be able to provide some services right away, such as 911 location services. You don't have any rights to your wireless phone number, except for any right you may have to port it. After a line of service is disconnected, for any reason, the disconnected Mobile Telephone Number (MTN) may not be suspended or otherwise reserved and may not be able to be recovered.

**Can I have someone else manage my Postpay account?**

No problem – just tell us by phone, in person or in writing. You can appoint someone to manage your Postpay account. The person you appoint (the Account Manager) must be age 18 or older (19 in Alabama and Nebraska). Anyone you appoint as an Account Manager will be able to make changes to your account, including adding new lines of Service, buying a new wireless device(s) on a device payment agreement based upon your credit history, billing certain services and accessories to your account, and extending your contract term. Any changes that person makes will be treated as modifications to this Agreement. You, the Account Owner, remain responsible for any changes an Account Manager makes to your account.

**Can Verizon change this Agreement or my Service?**

We may change prices or any other term of your Service or this Agreement at any time, but we'll provide notice first (except as noted below in the "What Charges are set by Verizon?" and "Government Taxes, Fees, and Other Charges" sections), including written notice if you have Postpay Service. If you use your Service after the change takes effect, that means you're accepting the change. If you're a Postpay customer and a change to your



Plan or this Agreement has a material adverse effect on you, you can cancel the line of Service that has been affected within 60 days of receiving the notice with no early termination fee if we fail to negate the change after you notify us of your objection to it. Notwithstanding this provision, if we make any changes to the dispute resolution provision of this Agreement, such changes will not affect the resolution of any disputes that arose before such change, unless you want them to apply to a pending dispute.

### **My wireless device**

Your wireless device must comply with Federal Communications Commission regulations, be certified for use on our network and be compatible with your Service. Please be aware that we may change your wireless device's software, applications or programming remotely, without notice. This could affect your stored data, or how you've programmed or use your wireless device. By activating Service that uses a SIM (Subscriber Identity Module) card, you agree we own the intellectual property and software in the SIM card, that we may change the software or other data in the SIM card remotely and without notice, and we may utilize any capacity in the SIM card for administrative, network, business and/or commercial purposes. In order to mitigate theft and other fraudulent activity, newly purchased devices may be locked to work exclusively on the Verizon Network for 60 days. For more information, visit [verizon.com/support/device-unlocking-policy](http://verizon.com/support/device-unlocking-policy).

### **Internet access**

If you download or use applications, services or software provided by third parties (including voice applications), 911 or E911, or other calling functionality, may work differently than services offered by us or may not work at all. Please review all terms and conditions of such third-party products. Verizon Wireless is not responsible for any third-party information, content, applications or services you access, download or use on your device. You are responsible for maintaining virus and other internet security protections when accessing these third-party products or services. For additional information, visit the Verizon Content Policy at [verizon.com/about/our-company/company-policies](http://verizon.com/about/our-company/company-policies). To learn about content filtering and how you may block materials harmful to minors, visit [verizon.com/solutions-and-services/content-filters/](http://verizon.com/solutions-and-services/content-filters/). For information about our network management practices for our broadband internet access services, visit [verizon.com/about/our-company/open-internet](http://verizon.com/about/our-company/open-internet).

### **Where and how does Verizon wireless Service work?**

Wireless devices use radio transmissions, so unfortunately you can't get Service if your device isn't in range of a transmission signal. And please be aware that even within your Coverage Area, many things can affect the availability and quality of your Service, including network capacity, your device, terrain, buildings, foliage and weather.

### **How does Verizon calculate my charges?**

You agree to pay all access, usage and other charges that you or any other user of your wireless device incurred. If multiple wireless devices are associated with your account, you agree to pay all charges incurred by users of those wireless devices. For charges based on the amount of time used or data sent or received, we'll round up any fraction to the next full minute or, depending on how you're billed for data usage, the next full megabyte or gigabyte. For outgoing calls, usage time starts when you first press **Send** or the call connects to a network, and for incoming calls, it starts when the call connects to a network (which may be before it rings). Usage time may end several seconds after you press **End** or after the call disconnects. For calls made on our network, we charge only for calls that are answered, including by machines. For Postpay Service, usage cannot always be processed right away and may be included in a later bill, but the usage will still count toward your allowance for the month when the Service was used.

### **What charges are set by Verizon?**

In addition to the cost of your plan or any features to which you may subscribe, our charges may also include a Federal Universal Service Charge, a Regulatory Charge and an Administrative and Telco Recovery Charge, and other costs, fees, and assessments we incur to provide service. We set these charges; they aren't taxes, they aren't required by law, they are not necessarily related to anything the government does, they are kept by us in whole or in part, and the amounts and what they pay for may change. For those charges imposed by the government on us which we are permitted to recover from you as a fee, charge, or surcharge, we may not be able to notify you in advance of changes to those charges. For more information, visit [verizon.com/support/surcharges/](http://verizon.com/support/surcharges/).

### **Government taxes, fees and other charges**

You must also pay all taxes, fees and other charges that federal, state and local governments require us to collect from our customers. Please note that we may not be able to notify you in advance of changes to these charges.



**What is roaming?**

You're "roaming" whenever your wireless device connects to a network outside your Coverage Area or connects to another carrier's network, which could happen even within your Coverage Area. There may be higher rates or extra charges (including charges for long distance, tolls or calls that don't connect), and your data service may be limited or slowed when roaming.

**How can I prevent unintended charges on my bill or block spam calls?**

Many services and applications are accessible on or through wireless devices, including purchases of games, movies, music and other content. Some of these services are provided by Verizon. Others are provided by third parties that may offer the option to bill the charges to your Verizon bill or other methods of payment. Charges may be one-time or recurring. The amount and frequency of the charges will be disclosed to you or the person using your device or a device associated with your account at the time a purchase is made. If the purchaser chooses to have the charges billed to your account, such charges will become part of the amount due for that billing cycle. **Verizon offers tools to block or restrict these services, and to block all billing for third-party services on your Verizon wireless bill, at [verizonwireless.com/myverizon](http://verizonwireless.com/myverizon). We do not support calls to 900, 976 and certain other international premium rate numbers.**

Verizon automatically blocks in the network many calls that are highly likely to be illegal, such as calls from telephone numbers that are not authorized to make outbound calls. Additionally, your Service includes access to optional blocking tools for unwanted robocalls through our Call Filter service to which you may be auto-enrolled. This service sends to voicemail many calls we determine to be high-risk spam, but you can adjust your spam filter preferences to block more or less calls. Visit [verizon.com/about/responsibility/robocalls](http://verizon.com/about/responsibility/robocalls) for more info.

**How and when can I dispute charges?**

If you're a Postpay customer, you can dispute your bill, but unless otherwise provided by law or unless you're disputing charges because your wireless device was lost or stolen, you still have to pay all charges until the dispute is resolved. **YOU MAY CALL US TO DISPUTE CHARGES ON YOUR BILL OR ANY SERVICE(S) FOR WHICH YOU WERE BILLED, BUT IF YOU WISH TO PRESERVE YOUR RIGHT TO BRING AN ARBITRATION OR SMALL CLAIMS CASE REGARDING SUCH DISPUTE, YOU MUST WRITE TO US AT THE CUSTOMER SERVICE ADDRESS ON YOUR BILL, OR SEND US A COMPLETED NOTICE OF DISPUTE FORM (AVAILABLE AT VERIZON.COM).**

**What are my rights for dropped calls or interrupted Service?**

If you drop a call in your Coverage Area, redial. If it's answered within 5 minutes, call us within 90 days if you're a Postpay customer or within 45 days if you're a Prepaid customer, and we'll give you a 1-minute airtime credit. If you're a Postpay customer and you lose Service in your Coverage Area for more than 24 hours in a row and we're at fault, call us within 180 days and we'll give you a credit for the time lost. Please be aware that these are your only rights for dropped calls or interrupted Service.

**Billing and payments**

If you're a Postpay customer and we don't get your payment on time, we will charge you a late fee of up to 1.5% per month (18% per year) on the unpaid balance, or a flat \$5 per month, whichever is greater, if allowed by law in the state of your billing address. (If you choose to have your Service billed by another company [pursuant to a Verizon-approved program], late fees are set by that company and may be higher than our late fees.) Late fees are part of the rates and charges you agree to pay. If you fail to pay on time and we refer your account(s) to a third party for collection, a collection fee will be assessed and will be due at the time of the referral to the third party. The fee will be calculated at the maximum percentage permitted by applicable law, not to exceed 18%. We may require a deposit at the time of activation or afterward, or an increased deposit. We'll pay simple interest on any deposit at the rate the law requires. We may apply deposits or payments in any order to any amounts you owe us on any account. If your final credit balance is less than \$1, we will refund it only if you ask. If your service is suspended or terminated, you may have to pay a fee to have service reactivated.

If you're a Prepaid customer, you may replenish your balance at any time before the expiration date by providing us with another payment. If you maintain a Prepaid account balance, it may not exceed \$1,000 and you may be prevented from replenishing if your balance reaches \$1,000. We may apply your payments to any amounts you may owe us if your earlier account replenishment payments had been reversed. If you do not have sufficient funds in your account to cover your Service, and sufficient funds are not added within 60 days, your account will be canceled and any unused balance will be forfeited.

If your check or electronic bank payment to us is returned as not payable, we will charge your account a returned payment fee that will be the lesser of \$30 or the maximum allowable by law. The substantive laws of Pennsylvania shall be applied to disputes related to checks tendered as payment in full for less than the full balance due, without regard to the conflicts of laws and rules of that state. If you make a payment, or make a payment arrangement, through a call center representative, we may charge you an Agent Assistance Fee.

### **Backup Payment Agreement**

When you identify the payment account or payment method that you want us to debit or charge in the event that your account is closed but remains unpaid, you authorize us to bill that payment account or payment method for the amount of any such outstanding balance(s) that you might continue to owe us for any of your Verizon accounts. If the payment method is a credit or debit card, you also agree that we may obtain updated account information from your card issuer or card network for that card. You also affirm that you have the authority to approve all charges to that designated payment account or payment method.

### **What if my wireless device gets lost or stolen?**

We're here to help. It's important that you notify us right away, so we can suspend your Service to keep someone else from using it. If you're a Postpay customer and your wireless device is used after the loss or theft but before you report it, and you want a credit for any charges for that usage, we're happy to review your account activity and any other information you'd like us to consider. Keep in mind that you may be held responsible for the charges if you delayed reporting the loss or theft without good reason, but you don't have to pay any charges you dispute while they are being investigated. If you are a California customer and we haven't given you a courtesy suspension of recurring monthly charges during the past year, we'll give you one for 30 days or until you replace or recover your wireless device, whichever comes first.

Verizon periodically checks and provides reporting to the Global System for Mobile communications Association ("GSMA") list of devices reported lost, stolen, or fraudulently obtained. If at any time a device IMEI has been reported to that list Verizon will suspend service to that device. If you obtain or activate a device that is reported lost or stolen, or a device that is on your account is subsequently reported lost or stolen, you must work with the seller to remove the device from the lost or stolen list.

### **What are Verizon's rights to limit or end Service or end this Agreement?**

We can, without notice, limit, suspend or end your Service or any agreement with you for any good cause, including, but not limited to: (1) if you: (a) breach this agreement or violate our prohibited usage policies; (b) resell your Service; (c) use your Service for any illegal purpose, including use that violates trade and economic sanctions and prohibitions promulgated by any US governmental agency; (d) install, deploy or use any regeneration equipment or similar mechanism (for example, a repeater) to originate, amplify, enhance, retransmit or regenerate an RF signal without our permission; (e) steal from or lie to us; or, if you're a Postpay customer, (f) do not pay your bill on time; (g) incur charges larger than a required deposit or billing limit, or materially in excess of your monthly access charges (even if we haven't yet billed the charges); (h) provide credit information we can't verify; (i) are unable to pay us or go bankrupt; or (j) default under any device financing agreement with Verizon; or (2) if you, or any user of your device or any line of service on your account, or any account manager on your account: (a) threaten, harass, or use vulgar and/or inappropriate language toward our representatives; (b) interfere with our operations; (c) "spam," or engage in other abusive messaging or calling; (d) modify your device from its manufacturer's specifications; or (e) use your Service in a way that negatively affects our network or other customers. If the amount of a single line's total monthly data use in a bill cycle exceeds the average amount of data consumed by the top 0.5% of users on our network during the preceding six-month period, we may reduce data speeds to your device to 4Mbps for the remainder of the cycle. We can also temporarily limit your Service for any operational or governmental reason.

### **Am I eligible for special discounts?**

If you're a Postpay customer, you may be eligible for a discount if you are and remain affiliated with an organization that has an agreement with us. Unless your discount is through a government employee discount program, we may share certain information about your Service (including your name, your wireless telephone number and your total monthly charges) with your organization from time to time to make sure you're still eligible. We may adjust or remove your discount according to your organization's agreement with us, and remove your discount if your eligibility ends or your contract term expires. In any case, this won't be considered to have a material adverse effect on you.

## **DISCLAIMER OF WARRANTIES**

We make no representations or warranties, express or implied, including, to the extent permitted by applicable law, any implied warranty of merchantability or fitness for a particular purpose, about your Service, your wireless device, or any applications you access through your wireless device. We do not warrant that your wireless device will work perfectly, that all features will work, that your device will not need occasional upgrades or modifications, or that it will not be negatively affected by network-related modifications, upgrades or similar activity.

## **WAIVERS AND LIMITATIONS OF LIABILITY**

You and Verizon both agree to limit claims against each other solely to direct damages. This means that to the fullest extent allowed by applicable law, neither of us will claim any damages that are indirect, special, consequential, incidental, treble or punitive, regardless of the theory of liability. For example, disallowed damages include those arising out of a Service or device failure, unauthorized access or changes to your account or device, or the use of your account or device by others to authenticate, access or make changes to a third-party account, such as a financial or cryptocurrency account, including changing passwords or transferring or withdrawing funds. This limitation also applies if you bring a claim against one of our suppliers, to the extent we would be required to indemnify the supplier for the claim.

You agree we aren't responsible for problems caused by you or others, or by any act of God. You also agree we aren't liable for missed or deleted voicemails or other messages, or for any information (like pictures) that gets lost or deleted if we work on your device. If another wireless carrier is involved in any problem (for example, while you're roaming), you also agree to any limitations of liability that it imposes.

## **HOW DO I RESOLVE DISPUTES WITH VERIZON?**

**WE HOPE TO MAKE YOU A HAPPY CUSTOMER, BUT IF THERE'S AN ISSUE THAT NEEDS TO BE RESOLVED, THIS SECTION OUTLINES WHAT'S EXPECTED OF BOTH OF US.**

**YOU AND VERIZON BOTH AGREE TO RESOLVE DISPUTES ONLY BY ARBITRATION OR IN SMALL CLAIMS COURT AS DISCUSSED BELOW. YOU UNDERSTAND THAT BY THIS AGREEMENT YOU ARE GIVING UP THE RIGHT TO BRING A CLAIM IN COURT OR IN FRONT OF A JURY. WHILE THE PROCEDURES IN ARBITRATION MAY BE DIFFERENT, AN ARBITRATOR CAN AWARD YOU THE SAME DAMAGES AND RELIEF, AND MUST HONOR THE SAME TERMS IN THIS AGREEMENT, AS A COURT WOULD, SUBJECT TO THE LIMITS ON ARBITRATOR AUTHORITY SET FORTH BELOW. IF THE LAW ALLOWS FOR AN AWARD OF ATTORNEYS' FEES, AN ARBITRATOR CAN AWARD THEM TOO. THE SAME DEFENSES ARE ALSO AVAILABLE TO BOTH PARTIES AS WOULD BE AVAILABLE IN COURT INCLUDING ANY APPLICABLE STATUTE OF LIMITATIONS. WE ALSO BOTH AGREE THAT:**

(1) THE FEDERAL ARBITRATION ACT APPLIES TO THIS AGREEMENT. EXCEPT FOR SMALL CLAIMS COURT CASES OR AS SPECIFICALLY NOTED BELOW, ANY DISPUTE THAT IN ANY WAY RELATES TO OR ARISES OUT OF THIS AGREEMENT, INCLUDING THE VALIDITY, ENFORCEABILITY, OR SCOPE OF ANY PORTION OF THIS AGREEMENT (INCLUDING THE AGREEMENT TO ARBITRATE), OR FROM ANY EQUIPMENT, PRODUCTS AND SERVICES YOU RECEIVE FROM US, OR FROM ANY ADVERTISING FOR ANY SUCH PRODUCTS OR SERVICES, OR FROM OUR EFFORTS TO COLLECT AMOUNTS YOU MAY OWE US FOR SUCH PRODUCTS OR SERVICES, INCLUDING ANY DISPUTES YOU HAVE WITH OUR EMPLOYEES OR AGENTS, WILL BE RESOLVED BY ONE OR MORE NEUTRAL ARBITRATORS BEFORE THE AMERICAN ARBITRATION ASSOCIATION ("AAA") AS EXPLAINED BELOW IN PARAGRAPH 2. YOU CAN ALSO BRING ANY ISSUES YOU MAY HAVE TO THE ATTENTION OF FEDERAL, STATE OR LOCAL GOVERNMENT AGENCIES, AND IF THE LAW ALLOWS, THEY CAN SEEK RELIEF AGAINST US FOR YOU. THIS AGREEMENT TO ARBITRATE CONTINUES TO APPLY EVEN AFTER YOU HAVE STOPPED RECEIVING SERVICE FROM US.

(2) UNLESS YOU AND VERIZON AGREE OTHERWISE, THE ARBITRATION WILL TAKE PLACE IN THE COUNTY OF YOUR BILLING ADDRESS AND THE AAA'S CONSUMER ARBITRATION RULES WILL APPLY. YOU CAN GET PROCEDURES, RULES AND FEE INFORMATION FROM THE AAA ([WWW.ADR.ORG](http://WWW.ADR.ORG)) OR FROM US. FOR CLAIMS OF \$25,000 OR LESS, YOU CAN CHOOSE WHETHER YOU'D LIKE THE ARBITRATION CARRIED OUT BASED ONLY ON DOCUMENTS SUBMITTED TO THE ARBITRATOR, OR BY A HEARING IN PERSON OR BY PHONE. ALTERNATIVELY, FOR CLAIMS WITHIN THE JURISDICTIONAL LIMIT OF THE SMALL CLAIMS COURT IN THE STATE ENCOMPASSING YOUR BILLING ADDRESS, EITHER YOU OR VERIZON CAN CHOOSE TO BRING AN INDIVIDUAL ACTION IN SMALL CLAIMS COURT INSTEAD OF PROCEEDING IN ARBITRATION; FURTHERMORE, IF THE CLAIMS IN ANY REQUEST OR DEMAND FOR ARBITRATION COULD HAVE BEEN BROUGHT IN SMALL CLAIMS COURT, THEN EITHER

YOU OR VERIZON MAY CHOOSE TO HAVE THE CLAIMS HEARD IN SMALL CLAIMS COURT, RATHER THAN IN ARBITRATION, AT ANY TIME BEFORE THE ARBITRATOR IS APPOINTED, BY NOTIFYING THE OTHER PARTY OF THAT CHOICE IN WRITING. IF THIS PROVISION OR THE LIMITATION ON BRINGING ACTIONS TO SMALL CLAIMS COURT IS FOUND TO BE INVALID, THEN THIS PROVISION SHALL BE SEVERABLE AND THE MATTER WILL PROCEED IN ARBITRATION; IN NO WAY WILL THIS PROVISION ALLOW FOR AN ACTION TO BE BROUGHT ON A CLASS OR COLLECTIVE BASIS.

**(3) THIS AGREEMENT DOESN'T ALLOW CLASS OR COLLECTIVE ARBITRATIONS EVEN IF THE AAA PROCEDURES OR RULES WOULD. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE ARBITRATOR MAY AWARD MONEY OR INJUNCTIVE RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF WARRANTED BY THAT PARTY'S INDIVIDUAL CLAIM. NO CLASS, REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL OR GENERAL INJUNCTIVE RELIEF THEORIES OF LIABILITY OR PRAYERS FOR RELIEF MAY BE MAINTAINED IN ANY ARBITRATION HELD UNDER THIS AGREEMENT. ANY QUESTION REGARDING THE ENFORCEABILITY UNDER APPLICABLE LAW OR INTERPRETATION OF THIS PARAGRAPH SHALL BE DECIDED BY A COURT AND NOT THE ARBITRATOR.**

(4) IF EITHER OF US INTENDS TO SEEK ARBITRATION UNDER THIS AGREEMENT, THE PARTY SEEKING ARBITRATION MUST FIRST NOTIFY THE OTHER PARTY OF THE DISPUTE IN WRITING AT LEAST 60 DAYS IN ADVANCE OF INITIATING THE ARBITRATION. NOTICE TO VERIZON SHOULD BE SENT TO VERIZON WIRELESS DISPUTE RESOLUTION MANAGER, ONE VERIZON WAY, BASKING RIDGE, NJ 07920. THE NOTICE MUST INCLUDE ENOUGH INFORMATION TO ALLOW US TO IDENTIFY YOUR ACCOUNT AS WELL AS TO ASSESS AND ATTEMPT TO RESOLVE YOUR CLAIM, INCLUDING THE NAME OF THE VERIZON WIRELESS ACCOUNT HOLDER, THE MOBILE TELEPHONE NUMBER AT ISSUE, A DESCRIPTION OF THE CLAIM, THE SPECIFIC FACTS SUPPORTING THE CLAIM, THE DAMAGES YOU CLAIM TO HAVE SUFFERED AND THE RELIEF YOU ARE SEEKING. THE NOTICE REQUIREMENT IS DESIGNED TO ALLOW VERIZON TO MAKE A FAIR, FACT-BASED OFFER OF SETTLEMENT IF IT CHOOSES TO DO SO. YOU CANNOT PROCEED TO ARBITRATION UNLESS YOU PROVIDE THIS INFORMATION. YOU MAY CHOOSE TO BE REPRESENTED BY AN ATTORNEY OR OTHER PERSON AS PART OF THIS PROCESS, BUT IF YOU DO YOU MUST SUBMIT A LETTER OR THE FORM AVAILABLE AT [VERIZON.COM/SUPPORT/ARBITRATION-FAQS/](https://www.verizon.com/support/arbitration-faqs/) AUTHORIZING US TO DISCUSS YOUR ACCOUNT INFORMATION WITH THIS ATTORNEY OR OTHER PERSON. THE SUFFICIENCY OF THIS NOTICE IS AN ISSUE TO BE DECIDED BY A COURT PRIOR TO THE FILING OF ANY DEMAND FOR ARBITRATION. IF YOU HAVE PROVIDED THIS INFORMATION AND WE ARE UNABLE TO RESOLVE OUR DISPUTE WITHIN 60 DAYS, EITHER PARTY MAY THEN PROCEED TO FILE A CLAIM FOR ARBITRATION. WE'LL REIMBURSE ANY FILING FEE THAT THE AAA CHARGES YOU FOR ARBITRATION OF THE DISPUTE AT THE CONCLUSION OF THE ARBITRATION IF YOU FULLY PARTICIPATE IN THE PROCEEDING. WE'LL ALSO PAY ANY ADMINISTRATIVE AND ARBITRATOR FEES CHARGED BY THE ARBITRATION TRIBUNAL. IF THE ARBITRATOR DETERMINES THAT YOUR CLAIM WAS FILED FOR PURPOSES OF HARASSMENT OR IS PATENTLY FRIVOLOUS, THE ARBITRATOR WILL REQUIRE YOU TO REIMBURSE VERIZON FOR ANY FILING, ADMINISTRATIVE OR ARBITRATOR FEES ASSOCIATED WITH THE ARBITRATION.

(5) WE MAY, BUT ARE NOT OBLIGATED TO, MAKE A WRITTEN SETTLEMENT OFFER ANYTIME BEFORE THE ARBITRATION HEARING. THE AMOUNT OR TERMS OF ANY SETTLEMENT OFFER MAY NOT BE DISCLOSED TO THE ARBITRATOR UNTIL AFTER THE ARBITRATOR ISSUES AN AWARD ON THE CLAIM. IF YOU DON'T ACCEPT THE OFFER AND THE ARBITRATOR AWARDS YOU AN AMOUNT OF MONEY THAT'S MORE THAN OUR OFFER BUT LESS THAN \$5,000, OR IF WE DON'T MAKE YOU AN OFFER, AND THE ARBITRATOR AWARDS YOU ANY AMOUNT OF MONEY BUT LESS THAN \$5,000, THEN WE AGREE TO PAY YOU \$5,000 INSTEAD OF THE AMOUNT AWARDED. IN THAT CASE WE ALSO AGREE TO PAY ANY REASONABLE ATTORNEYS' FEES AND EXPENSES, REGARDLESS OF WHETHER THE LAW REQUIRES IT FOR YOUR CASE. IF THE ARBITRATOR AWARDS YOU MORE THAN \$5,000, THEN WE WILL PAY YOU ONLY THAT AMOUNT.

(6) IF 25 OR MORE CUSTOMERS INITIATE NOTICES OF DISPUTE PURSUANT TO PARAGRAPH 4 ABOVE OR FILE A COMPLAINT IN COURT, WHICH RAISE SIMILAR CLAIMS, AND COUNSEL FOR THE VERIZON WIRELESS CUSTOMERS BRINGING THE CLAIMS ARE THE SAME OR COORDINATED FOR THESE CUSTOMERS, THE CLAIMS SHALL PROCEED IN ARBITRATION IN A COORDINATED PROCEEDING. COUNSEL FOR THE VERIZON WIRELESS CUSTOMERS AND COUNSEL FOR VERIZON WIRELESS SHALL EACH SELECT FIVE CASES TO PROCEED FIRST IN ARBITRATION

IN A BELLWETHER PROCEEDING. ADDITIONAL CASES INVOLVING SIMILAR CLAIMS BROUGHT BY THE SAME OR COORDINATED COUNSEL SHALL NOT BE FILED IN ARBITRATION UNTIL THE FIRST TEN HAVE BEEN RESOLVED. IF THE PARTIES ARE UNABLE TO RESOLVE THE REMAINING CASES AFTER THE CONCLUSION OF THE BELLWETHER PROCEEDING, EACH SIDE MAY SELECT ANOTHER FIVE CASES TO PROCEED TO ARBITRATION FOR A SECOND BELLWETHER PROCEEDING. THIS PROCESS MAY CONTINUE UNTIL THE PARTIES ARE ABLE TO RESOLVE ALL OF THE CLAIMS, EITHER THROUGH SETTLEMENT OR ARBITRATION. IF SUCH A PROCESS IS INITIATED, THE FILING OF A NOTICE OF DISPUTE BY A CUSTOMER IN ACCORDANCE WITH PARAGRAPH 4 OR FILING OF A COMPLAINT IN COURT WILL TOLL ALL APPLICABLE STATUTES OF LIMITATIONS FOR THAT CUSTOMER'S DISPUTE UNTIL THE COMPLETION OF THE PROCESS DESCRIBED IN THIS PARAGRAPH. A COURT WILL HAVE AUTHORITY TO ENFORCE THIS PARAGRAPH INCLUDING BY ENTERING AN INJUNCTION TO PROHIBIT FILINGS IN VIOLATION OF THIS PARAGRAPH.

(7) AN ARBITRATION AWARD AND ANY JUDGMENT CONFIRMING IT APPLY ONLY TO THAT SPECIFIC CASE; IT CAN'T BE USED IN ANY OTHER CASE EXCEPT TO ENFORCE THE AWARD ITSELF.

(8) IF A COURT, PURSUANT TO PARAGRAPH 3, DETERMINES THAT THE PROHIBITION ON CLASS ARBITRATIONS OR THE LIMITS ON THE ARBITRATOR'S AUTHORITY CANNOT BE ENFORCED UNDER APPLICABLE LAW AS TO ALL OR PART OF A DISPUTE, THEN THE AGREEMENT TO ARBITRATE WILL NOT APPLY TO THAT DISPUTE OR PART OF THE DISPUTE, WHICH MAY PROCEED IN COURT EITHER ONCE THE ARBITRATED MATTERS HAVE CONCLUDED OR SOONER IF THE COURT SO REQUIRES.

(9) IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN THROUGH ARBITRATION, YOU AND VERIZON AGREE THAT, TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, YOU AND VERIZON UNCONDITIONALLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT IN ANY WAY. IN THE EVENT OF LITIGATION, THIS PARAGRAPH MAY BE FILED TO SHOW A WRITTEN CONSENT TO A TRIAL BY THE COURT.

### **About this Agreement**

If either you or we don't enforce our rights under this agreement in one instance, that doesn't mean you or we won't or can't enforce those rights in any other instance. You cannot assign this Agreement or any of your rights or duties under it without our permission. However, we may assign this Agreement or any debt you owe us without notifying you. If you're a Postpay customer, please note that many notices we send to you will show up as messages on your monthly bill. If you have online billing, those notices will be deemed received by you when your online bill is available for viewing. If you get a paper bill, those notices will be deemed received by you three days after we mail the bill to you. If we send other notices to you, they will be considered received immediately if we send them to your wireless device, or to any email or fax number you've given us, or after three days if we mail them to your billing address. If you need to send notices to us, please send them to the customer service address on your latest bill.

If you're a Prepaid customer and we send notices to you, they will be considered received immediately if we send them to your wireless device or to any email you've given us, or if we post them as a precall notification on your Service, or after three days if we mail them to the most current address we have for you. If you need to send notices to us, please send them to the Customer Service Prepaid address at [verizon.com/contactus](https://www.verizon.com/contactus).

If any part of this agreement, including anything regarding the arbitration process (except for part 8 of the dispute resolution section above), is ruled invalid, that part may be severed from this agreement and the rest enforced.

This agreement and the documents it incorporates form the entire agreement between us. Any other documents or anything said by any Sales or Customer Service Representatives will not form any part of the agreement between us, and you have no other rights regarding Service or this agreement. This Agreement isn't for the benefit of any third party except our parent companies, affiliates, subsidiaries, agents, and predecessors and successors in interest. Except where we've agreed otherwise elsewhere in this agreement, this agreement and any disputes covered by it are governed by federal law and the laws of the state encompassing the area code of your wireless phone number when you accepted this agreement, without regard to the conflicts of laws and rules of that state.

# Exhibit 5



# My Verizon Wireless Customer Agreement

## Customer Agreement

(Para una copia de este documento en español, visite nuestro sitio web: [verizon.com/espanol](https://www.verizon.com/espanol))

Thanks for choosing Verizon. In this Customer Agreement ("Agreement"), you'll find important information about your wireless Service, including:

- Our ability to make changes to your Service or this Agreement's terms.
- Our liability if things don't work as planned and how any disputes between us must be resolved in arbitration or small claims court.

## My Service

Your Service terms and conditions are part of this Agreement. Your Plan includes your monthly allowances and features, where you can use them (your "Coverage Area"), and their monthly and pay-per-use charges. You can also subscribe to several Optional Services, like international service plans or equipment protection services. Together, your Plan, features you use, and any Optional Services you select are your "Service." Your billing and shipping addresses, and your primary place of use, must be within the areas served by the network Verizon owns and operates. The current version of this Agreement and the terms and conditions for your Service are available online at [verizon.com](https://www.verizon.com). A description of permitted and prohibited uses for calling and Data Services is available online at [verizon.com/support/important-plan-information](https://www.verizon.com/support/important-plan-information) or for prepaid at [verizon.com/support/prepaid-customer-info-legal](https://www.verizon.com/support/prepaid-customer-info-legal).

By using the Service you are agreeing to every provision of this Agreement, any applicable terms and conditions for your Service, and the terms described in the Important Plan Information whether or not you have read them. This Agreement also applies to all lines on your account and anyone who uses your Service.

## Cancellation

You can cancel a line of Service within 30 days of accepting this Agreement without having to pay an early termination fee as long as you return, within the applicable return period, any equipment you purchased from us or one of our authorized retailers at a discount in connection with your acceptance of this Agreement, but you'll still have to pay for your Service through that date. If you signed up for Prepaid Service, no refunds will be granted after 30 days or if your account has been activated. See [verizon.com/support/return-policy](https://www.verizon.com/support/return-policy) for complete details and information on returning your equipment.

## My Privacy

Accepting this Agreement means that you also agree to our Privacy Policy, available at [verizon.com/privacy](https://www.verizon.com/privacy), which may be updated from time to time and describes the information we collect, how we use and share it, and the choices you have about how certain information is used and shared. We will notify you or ask for your permission, as appropriate, if we plan to use your information for additional purposes. It is your responsibility to let the people who connect devices through your mobile hotspot, Jetpack or wireless router know that we will collect, use and share information about their device and use of the Service as described in our Privacy Policy. You may have additional rights provided by privacy laws in your state, for more information go to the state section of the privacy policy. If you are a California resident, you can view our California privacy notice at [verizon.com/californiaprivacy](https://www.verizon.com/californiaprivacy).

If you subscribe to Service for which usage charges are billed at the end of the billing period ("Postpay Service"), or have a device payment installment agreement, we may investigate your credit history at any time in connection with the service subscription or device payment installment agreement. If you'd like the name and address of any credit agency that gives us a credit report about you, just ask.

Many services and applications offered through your device may be provided by third parties. When you access and use third-party services, including third-party services which Verizon may make available as part of or in connection with your Verizon Service, you are subject to the terms of service and privacy policy issued by those third-party providers when using their services. You should review their applicable terms and privacy policy before you use, link to or download a service or application provided by a third party.



You agree that Verizon and collections agencies that work on our behalf may contact you about your account status, including past due or current charges, using prerecorded calls, email and calls or messages delivered by an automatic telephone dialing system to any wireless phone number, other contact number or email address you provide. Verizon will treat any email address you provide as your private email that is only accessible by you; you acknowledge that we may send you receipts, notices and other documents regarding your service to this email address. Unless you notify us that your wireless service is based in a different time zone, calls will be made to your cellular device during permitted calling hours based upon the time zone affiliated with the mobile telephone number you provide.

**What happens if my Postpay Service is canceled before the end of my contract term?**

If you're signing up for Postpay Service, you're agreeing to subscribe to a line of Service either on a month-to-month basis or for a minimum contract term, as shown on your receipt or order confirmation. (If your Service is suspended without billing or at a reduced billing rate, that time doesn't count toward completing your contract term.) Once you've completed your contract term, you'll automatically become a customer on a month-to-month basis for that line of Service. If your line of service has a contract term and you cancel that line, or if we cancel it for good cause, during that contract term, you'll have to pay an early termination fee. If your contract term results from your purchase of an advanced device, your early termination fee will be \$350, which will decline by \$10 per month upon completion of months 7-17, \$20 per month upon completion of months 18-22, \$60 upon completion of month 23 and will be \$0 upon completion of the contract term. For other contract terms, your early termination fee will be \$175, which will decline by \$5 per month upon completion of months 7-17, \$10 per month upon completion of months 18-22, \$30 upon completion of month 23 and will be \$0 upon completion of your contract term. Cancellations will become effective on the last day of that month's billing cycle, and you are responsible for all charges incurred until then. Also, if you bought your wireless device from an authorized agent or third-party vendor, you should check whether it charges a separate termination fee.

If you purchased a device on a monthly installment agreement and cancel service, you should check that agreement to determine if you may have to immediately pay off the balance.

**Your mobile number and porting**

You may be able to transfer, or "port", your wireless phone number to another carrier. If you port a number from us, we'll treat it as though you asked us to cancel your Service for that number. After the porting is completed, you won't be able to use our service for that number, but you'll remain responsible for all fees and charges through the end of that billing cycle, just like any other cancellation. If you're a Prepaid customer, you won't be entitled to a refund of any balance on your account. If you port a number to us, please be aware that we may not be able to provide some services right away, such as 911 location services. You don't have any rights to your wireless phone number, except for any right you may have to port it. After a line of service is disconnected, for any reason, the disconnected Mobile Telephone Number (MTN) may not be suspended or otherwise reserved and may not be able to be recovered.

**Can I have someone else manage my Postpay account?**

No problem – just tell us by phone, in person, or in writing. You can appoint someone to manage your Postpay account. The person you appoint (the Account Manager) must be age 18 or older (19 in Alabama and Nebraska). Anyone you appoint as an Account Manager will be able to make changes to your account, including adding new lines of Service, buying a new wireless device(s) on a device payment agreement based upon your credit history, billing certain services and accessories to your account, and extending your contract term. Any changes that person makes will be treated as modifications to this Agreement. You, the Account Owner, remain responsible for any changes an Account Manager makes to your account.

**Can Verizon change this Agreement or my Service?**

We may change prices or any other term of your Service or this Agreement at any time, but we'll provide notice first (except as noted below in the "What Charges are set by Verizon?" and "Government Taxes, Fees, and Other Charges" sections), including written notice if you have Postpay Service. If you use your Service after the change takes effect that means you're accepting the change. If you're a Postpay customer and a change to your Plan or this Agreement has a material adverse effect on you, you can cancel the line of Service that has been affected within 60 days of receiving the notice with no early termination fee if we fail to negate the change after you notify us of your objection to it. Notwithstanding this provision, if we make any changes to the dispute resolution provision of this Agreement, such changes will not affect the resolution of any disputes that arose before such change, unless you want them to apply to a pending dispute.

**My wireless device**

Your wireless device must comply with Federal Communications Commission regulations, be certified for use on our network, and be compatible with your Service. Please be aware that we may change your wireless device's software, applications or programming remotely,



without notice. This could affect your stored data, or how you've programmed or use your wireless device. By activating Service that uses a SIM (Subscriber Identity Module) card, you agree we own the intellectual property and software in the SIM card that we may change the software or other data in the SIM card remotely and without notice, and we may utilize any capacity in the SIM card for administrative, network, business and/or commercial purposes. In order to mitigate theft and other fraudulent activity, newly purchased devices may be locked to work exclusively on the Verizon Network for 60 days. For more information, visit [verizon.com/support/device-unlocking-policy](http://verizon.com/support/device-unlocking-policy).

### **Internet access**

If you download or use applications, services or software provided by third parties (including voice applications), 911 or E911, or other calling functionality, may work differently than services offered by us, or may not work at all. Please review all terms and conditions of such third-party products. Verizon Wireless is not responsible for any third-party information, content, applications or services you access, download or use on your device. You are responsible for maintaining virus and other Internet security protections when accessing these third-party products or services. For additional information, visit the Verizon Content Policy at [verizon.com/about/our-company/company-policies](http://verizon.com/about/our-company/company-policies). To learn about content filtering and how you may block materials harmful to minors, visit [verizon.com/solutions-and-services/content-filters/](http://verizon.com/solutions-and-services/content-filters/). For information about our network management practices for our broadband internet access services visit [verizon.com/about/our-company/open-internet](http://verizon.com/about/our-company/open-internet).

### **Where and how does Verizon wireless Service work?**

Wireless devices use radio transmissions, so unfortunately you can't get Service if your device isn't in range of a transmission signal. And please be aware that even within your Coverage Area, many things can affect the availability and quality of your Service, including network capacity, your device, terrain, buildings, foliage and weather.

### **How does Verizon calculate my charges?**

You agree to pay all access, usage and other charges that you or any other user of your wireless device incurred. If multiple wireless devices are associated with your account, you agree to pay all charges incurred by users of those wireless devices. For charges based on the amount of time used or data sent or received, we'll round up any fraction to the next full minute or, depending on how you're billed for data usage, the next full megabyte or gigabyte. For outgoing calls, usage time starts when you first press Send or the call connects to a network, and for incoming calls, it starts when the call connects to a network (which may be before it rings). Usage time may end several seconds after you press End or after the call disconnects. For calls made on our network, we charge only for calls that are answered, including by machines. For Postpay Service, usage cannot always be processed right away and may be included in a later bill, but the usage will still count towards your allowance for the month when the Service was used.

### **What charges are set by Verizon?**

In addition to the cost of your plan or any features to which you may subscribe, our charges may also include a Federal Universal Service, a Regulatory Charge and an Administrative and Telco Recovery Charge, and other costs, fees, and assessments we incur to provide service. We set these charges; they aren't taxes, they aren't required by law, they are not necessarily related to anything the government does, they are kept by us in whole or in part, and the amounts and what they pay for may change. For those charges imposed by the government on us which we are permitted to recover from you as a fee, charge, or surcharge, we may not be able to notify you in advance of changes to those charges. For more information, visit: [verizon.com/support/surcharges/](http://verizon.com/support/surcharges/).

### **Government taxes, fees and other charges**

You must also pay all taxes, fees and other charges that federal, state and local governments require us to collect from our customers. Please note that we may not be able to notify you in advance of changes to these charges.

### **What is roaming?**

You're "roaming" whenever your wireless device connects to a network outside your Coverage Area or connects to another carrier's network, which could happen even within your Coverage Area. There may be higher rates or extra charges (including charges for long distance, tolls or calls that don't connect), and your data service may be limited or slowed, when roaming.

### **How can I prevent unintended charges on my bill or block spam calls?**

Many services and applications are accessible on or through wireless devices, including purchases of games, movies, music and other content. Some of these services are provided by Verizon. Others are provided by third parties that may offer the option to bill the charges to your Verizon bill or other methods of payment. Charges may be one-time or recurring. The amount and frequency of the charges will be disclosed to you or the person using your device or a device associated with your account at the time a purchase is made. If the

purchaser chooses to have the charges billed to your account, such charges will become part of the amount due for that billing cycle. **Verizon offers tools to block or restrict these services, and to block all billing for third-party services on your Verizon wireless bill, at [verizonwireless.com/myverizon](http://verizonwireless.com/myverizon). We do not support calls to 900, 976 and certain other international premium rate numbers.**

Verizon automatically blocks in the network many calls that are highly likely to be illegal, such as calls from telephone numbers that are not authorized to make outbound calls. Additionally, your Service includes access to optional blocking tools for unwanted robocalls through our Call Filter service to which you may be auto-enrolled. This service sends to voicemail many calls we determine to be high-risk spam, but you can adjust your spam filter preferences to block more or less calls. Visit [verizon.com/about/responsibility/robocalls](http://verizon.com/about/responsibility/robocalls) for more info.

#### **How and when can I dispute charges?**

If you're a Postpay customer, you can dispute your bill, but unless otherwise provided by law or unless you're disputing charges because your wireless device was lost or stolen, you still have to pay all charges until the dispute is resolved. **YOU MAY CALL US TO DISPUTE CHARGES ON YOUR BILL OR ANY SERVICE(S) FOR WHICH YOU WERE BILLED, BUT IF YOU WISH TO PRESERVE YOUR RIGHT TO BRING AN ARBITRATION OR SMALL CLAIMS CASE REGARDING SUCH DISPUTE, YOU MUST WRITE TO US AT THE CUSTOMER SERVICE ADDRESS ON YOUR BILL, OR COMPLETE THE NOTICE OF DISPUTE FORM AVAILABLE AT: [verizon.com/about/nod/notice-of-dispute-wireless-form](http://verizon.com/about/nod/notice-of-dispute-wireless-form).**

#### **What are my rights for dropped calls or interrupted Service?**

If you drop a call in your Coverage Area, redial. If it's answered within 5 minutes, call us within 90 days if you're a Postpay customer, or within 45 days if you're a Prepaid customer, and we'll give you a 1-minute airtime credit. If you're a Postpay customer and you lose Service in your Coverage Area for more than 24 hours in a row and we're at fault, call us within 180 days and we'll give you a credit for the time lost. Please be aware that these are your only rights for dropped calls or interrupted Service.

#### **Billing and payments**

If you're a Postpay customer and we don't get your payment on time, we will charge you a late fee of up to 1.5 percent per month (18 percent per year) on the unpaid balance, or a flat \$5 per month, whichever is greater, if allowed by law in the state of your billing address. (If you choose to have your Service billed by another company (pursuant to a Verizon-approved program), late fees are set by that company and may be higher than our late fees.) Late fees are part of the rates and charges you agree to pay. If you fail to pay on time and we refer your account(s) to a third party for collection, a collection fee will be assessed and will be due at the time of the referral to the third party. The fee will be calculated at the maximum percentage permitted by applicable law, not to exceed 18 percent. We may require a deposit at the time of activation or afterward, or an increased deposit. We'll pay simple interest on any deposit at the rate the law requires. We may apply deposits or payments in any order to any amounts you owe us on any account. If your final credit balance is less than \$1, we will refund it only if you ask. If your service is suspended or terminated, you may have to pay a fee to have service reactivated.

If you're a Prepaid customer, you may replenish your balance at any time before the expiration date by providing us with another payment. If you maintain a Prepaid account balance, it may not exceed \$1,000 and you may be prevented from replenishing if your balance reaches \$1,000. We may apply your payments to any amounts you may owe us if your earlier account replenishment payments had been reversed. If you do not have sufficient funds in your account to cover your Service, and sufficient funds are not added within 60 days, your account will be canceled and any unused balance will be forfeited.

If your check or electronic bank payment to us is returned as not payable, we will charge your account a returned payment fee that will be the lesser of \$30 or the maximum allowable by law. The substantive laws of Pennsylvania shall be applied to disputes related to checks tendered as payment in full for less than the full balance due, without regard to the conflicts of laws and rules of that state. If you make a payment, or make a payment arrangement, through a call center representative, we may charge you an Agent Assistance Fee.

#### **Backup Payment Agreement**

When you identify the payment account or payment method that you want us to debit or charge in the event that your account is closed but remains unpaid, you authorize us to bill that payment account or payment method for the amount of any such outstanding balance(s) that you might continue to owe us for any of your Verizon accounts. If the payment method is a credit or debit card, you also agree that we may obtain updated account information from your card issuer or card network for that card. You also affirm that you have the authority to approve all charges to that designated payment account or payment method.

**What if my wireless device gets lost or stolen?**

We're here to help. It's important that you notify us right away, so we can suspend your Service to keep someone else from using it. If you're a Postpay customer and your wireless device is used after the loss or theft but before you report it, and you want a credit for any charges for that usage, we're happy to review your account activity and any other information you'd like us to consider. Keep in mind that you may be held responsible for the charges if you delayed reporting the loss or theft without good reason, but you don't have to pay any charges you dispute while they are being investigated. If you are a California customer and we haven't given you a courtesy suspension of recurring monthly charges during the past year, we'll give you one for 30 days or until you replace or recover your wireless device, whichever comes first.

Verizon periodically checks and provides reporting to the Global System for Mobile communications Association ("GSMA") list of devices reported lost, stolen, or fraudulently obtained. If at any time a device IMEI has been reported to that list Verizon will suspend service to that device. If you obtain or activate a device that is reported lost or stolen, or a device that is on your account is subsequently reported lost or stolen, you must work with the seller to remove the device from the lost or stolen list.

**What are Verizon's rights to limit or end Service or end this Agreement?**

We can, without notice, limit, suspend or end your Service or any agreement with you for any good cause, including, but not limited to: (1) if you: (a) breach this agreement or violate our prohibited usage policies; (b) resell your Service; (c) use your Service for any illegal purpose, including use that violates trade and economic sanctions and prohibitions promulgated by any US governmental agency; (d) install, deploy or use any regeneration equipment or similar mechanism (for example, a repeater) to originate, amplify, enhance, retransmit or regenerate an RF signal without our permission; (e) steal from or lie to us; or, if you're a Postpay customer; (f) do not pay your bill on time; (g) incur charges larger than a required deposit or billing limit, or materially in excess of your monthly access charges (even if we haven't yet billed the charges); (h) provide credit information we can't verify; (i) are unable to pay us or go bankrupt; or (j) default under any device financing agreement with Verizon; or (2) if you, or any user of your device or any line of service on your account, or any account manager on your account: (a) threaten, harass, or use vulgar and/or inappropriate language toward our representatives; (b) interfere with our operations; (c) "spam," or engage in other abusive messaging or calling; (d) modify your device from its manufacturer's specifications; or (e) use your Service in a way that negatively affects our network or other customers. If the amount of a single line's total monthly data use in a bill cycle exceeds the average amount of data consumed by the top 0.5% of users on our network during the preceding six-month period, we may reduce data speeds to your device to 4Mbps for the remainder of the cycle. We can also temporarily limit your Service for any operational or governmental reason.

**Am I eligible for special discounts?**

If you're a Postpay customer, you may be eligible for a discount if you are and remain affiliated with an organization that has an agreement with us. Unless your discount is through a government employee discount program, we may share certain information about your Service (including your name, your wireless telephone number and your total monthly charges) with your organization from time to time to make sure you're still eligible. We may adjust or remove your discount according to your organization's agreement with us, and remove your discount if your eligibility ends or your contract term expires. In any case, this won't be considered to have a material adverse effect on you.

**DISCLAIMER OF WARRANTIES**

We make no representations or warranties, express or implied, including, to the extent permitted by applicable law, any implied warranty of merchantability or fitness for a particular purpose, about your Service, your wireless device, or any applications you access through your wireless device. We do not warrant that your wireless device will work perfectly, that all features will work, that your device will not need occasional upgrades or modifications, or that it will not be negatively affected by network-related modifications, upgrades or similar activity.

**WAIVERS AND LIMITATIONS OF LIABILITY**

You and Verizon both agree to limit claims against each other solely to direct damages. This means that to the fullest extent allowed by applicable law, neither of us will claim any damages that are indirect, special, consequential, incidental, treble, or punitive, regardless of the theory of liability. For example, disallowed damages include those arising out of a Service or device failure, unauthorized access or changes to your account or device, or the use of your account or device by others to authenticate, access or make changes to a third-party account, such as a financial or cryptocurrency account, including changing passwords or transferring or withdrawing funds. This limitation also applies if you bring a claim against one of our suppliers, to the extent we would be required to indemnify the

supplier for the claim. You agree we aren't responsible for problems caused by you or others, or by any act of God. You also agree we aren't liable for missed or deleted voice mails or other messages, or for any information (like pictures) that gets lost or deleted if we work on your device. If another wireless carrier is involved in any problem (for example, while you're roaming), you also agree to any limitations of liability that it imposes.

#### **HOW DO I RESOLVE DISPUTES WITH VERIZON?**

**WE HOPE TO MAKE YOU A HAPPY CUSTOMER, BUT IF THERE'S AN ISSUE THAT NEEDS TO BE RESOLVED, THIS SECTION OUTLINES WHAT'S EXPECTED OF BOTH OF US.**

**YOU AND VERIZON BOTH AGREE TO RESOLVE DISPUTES ONLY BY ARBITRATION OR IN SMALL CLAIMS COURT AS DISCUSSED BELOW. YOU UNDERSTAND THAT BY THIS AGREEMENT YOU ARE GIVING UP THE RIGHT TO BRING A CLAIM IN COURT OR IN FRONT OF A JURY. WHILE THE PROCEDURES IN ARBITRATION MAY BE DIFFERENT, AN ARBITRATOR CAN AWARD YOU THE SAME DAMAGES AND RELIEF, AND MUST HONOR THE SAME TERMS IN THIS AGREEMENT, AS A COURT WOULD, SUBJECT TO THE LIMITS ON ARBITRATOR AUTHORITY SET FORTH BELOW. IF THE LAW ALLOWS FOR AN AWARD OF ATTORNEYS' FEES, AN ARBITRATOR CAN AWARD THEM TOO. THE SAME DEFENSES ARE ALSO AVAILABLE TO BOTH PARTIES AS WOULD BE AVAILABLE IN COURT INCLUDING ANY APPLICABLE STATUTE OF LIMITATIONS. WE ALSO BOTH AGREE THAT:**

(1) THE FEDERAL ARBITRATION ACT APPLIES TO THIS AGREEMENT. EXCEPT FOR SMALL CLAIMS COURT CASES OR AS SPECIFICALLY NOTED BELOW, ANY DISPUTE THAT IN ANY WAY RELATES TO OR ARISES OUT OF THIS AGREEMENT, INCLUDING THE VALIDITY, ENFORCEABILITY, OR SCOPE OF ANY PORTION OF THIS AGREEMENT (INCLUDING THE AGREEMENT TO ARBITRATE), OR FROM ANY EQUIPMENT, PRODUCTS AND SERVICES YOU RECEIVE FROM US, OR FROM ANY ADVERTISING FOR ANY SUCH PRODUCTS OR SERVICES, OR FROM OUR EFFORTS TO COLLECT AMOUNTS YOU MAY OWE US FOR SUCH PRODUCTS OR SERVICES, INCLUDING ANY DISPUTES YOU HAVE WITH OUR EMPLOYEES OR AGENTS, WILL BE RESOLVED BY ONE OR MORE NEUTRAL ARBITRATORS BEFORE THE AMERICAN ARBITRATION ASSOCIATION ("AAA") AS EXPLAINED BELOW IN PARAGRAPH 2. YOU CAN ALSO BRING ANY ISSUES YOU MAY HAVE TO THE ATTENTION OF FEDERAL, STATE, OR LOCAL GOVERNMENT AGENCIES, AND IF THE LAW ALLOWS, THEY CAN SEEK RELIEF AGAINST US FOR YOU. THIS AGREEMENT TO ARBITRATE CONTINUES TO APPLY EVEN AFTER YOU HAVE STOPPED RECEIVING SERVICE FROM US.

(2) UNLESS YOU AND VERIZON AGREE OTHERWISE, THE ARBITRATION WILL TAKE PLACE IN THE COUNTY OF YOUR BILLING ADDRESS. AND THE AAA'S CONSUMER ARBITRATION RULES WILL APPLY. IF THE AAA REFUSES TO ENFORCE ANY PART OF THE ARBITRATION PROVISION, YOU AND VERIZON WILL SELECT ANOTHER ARBITRATION PROVIDER. IF THERE IS NO AGREEMENT, THE COURT WILL CHOOSE. UNLESS OTHERWISE PROVIDED IN THIS AGREEMENT, THE ARBITRATOR(S) SHALL HAVE EXCLUSIVE AUTHORITY TO ARBITRATE, INCLUDING BUT NOT LIMITED TO ANY CLAIM THAT ALL OR PART OF THE AGREEMENT TO ARBITRATE IS VOID FOR ANY REASON. YOU CAN GET PROCEDURES, RULES AND FEE INFORMATION FROM THE AAA (WWW.ADR.ORG) OR FROM US. FOR CLAIMS OF \$25,000 OR LESS, YOU CAN CHOOSE WHETHER YOU'D LIKE THE ARBITRATION CARRIED OUT BASED ONLY ON DOCUMENTS SUBMITTED TO THE ARBITRATOR, OR BY A HEARING IN PERSON OR BY PHONE. ALTERNATIVELY, FOR CLAIMS WITHIN THE JURISDICTIONAL LIMIT OF THE SMALL CLAIMS COURT IN THE STATE ENCOMPASSING YOUR BILLING ADDRESS, EITHER YOU OR VERIZON CAN CHOOSE TO BRING AN INDIVIDUAL ACTION IN SMALL CLAIMS COURT INSTEAD OF PROCEEDING IN ARBITRATION; FURTHERMORE, IF THE CLAIMS IN ANY REQUEST OR DEMAND FOR ARBITRATION COULD HAVE BEEN BROUGHT IN SMALL CLAIMS COURT, THEN EITHER YOU OR VERIZON MAY CHOOSE TO HAVE THE CLAIMS HEARD IN SMALL CLAIMS COURT, RATHER THAN IN ARBITRATION, AT ANY TIME BEFORE THE ARBITRATOR IS APPOINTED, BY NOTIFYING THE OTHER PARTY OF THAT CHOICE IN WRITING. IF THIS PROVISION OR THE LIMITATION ON BRINGING ACTIONS TO SMALL CLAIMS COURT IS FOUND TO BE INVALID, THEN THIS PROVISION SHALL BE SEVERABLE AND THE MATTER WILL PROCEED IN ARBITRATION; IN NO WAY WILL THIS PROVISION ALLOW FOR AN ACTION TO BE BROUGHT ON A CLASS OR COLLECTIVE BASIS.

(3) THIS AGREEMENT DOESN'T ALLOW CLASS OR COLLECTIVE ARBITRATIONS EVEN IF THE AAA PROCEDURES OR RULES WOULD. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE ARBITRATOR MAY AWARD MONEY OR INJUNCTIVE RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF WARRANTED BY THAT PARTY'S INDIVIDUAL CLAIM. NO CLASS, REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL OR GENERAL INJUNCTIVE RELIEF THEORIES OF LIABILITY OR PRAYERS

FOR RELIEF MAY BE MAINTAINED IN ANY ARBITRATION HELD UNDER THIS AGREEMENT. ANY QUESTION REGARDING THE ENFORCEABILITY UNDER APPLICABLE LAW OR INTERPRETATION OF THIS PARAGRAPH SHALL BE DECIDED BY A COURT AND NOT THE ARBITRATOR.

(4) IF EITHER OF US INTENDS TO SEEK ARBITRATION UNDER THIS AGREEMENT, THE PARTY SEEKING ARBITRATION MUST FIRST NOTIFY THE OTHER PARTY OF THE DISPUTE IN WRITING AT LEAST 60 DAYS IN ADVANCE OF INITIATING THE ARBITRATION. NOTICE TO VERIZON SHOULD BE SENT TO VERIZON WIRELESS DISPUTE RESOLUTION MANAGER, USING THE FORM AVAILABLE HERE: [VERIZON.COM/ABOUT/NOD/NOTICE-OF-DISPUTE-WIRELESS-FORM](https://www.verizon.com/about/nod/notice-of-dispute-wireless-form). THE NOTICE MUST INCLUDE ENOUGH INFORMATION TO ALLOW US TO IDENTIFY YOUR ACCOUNT AS WELL AS TO ASSESS AND ATTEMPT TO RESOLVE YOUR CLAIM, INCLUDING THE NAME OF THE VERIZON WIRELESS ACCOUNT HOLDER, THE MOBILE TELEPHONE NUMBER AT ISSUE, A DESCRIPTION OF THE CLAIM, THE SPECIFIC FACTS SUPPORTING THE CLAIM, THE DAMAGES YOU CLAIM TO HAVE SUFFERED AND THE RELIEF YOU ARE SEEKING. THE NOTICE REQUIREMENT IS DESIGNED TO ALLOW VERIZON TO MAKE A FAIR, FACT-BASED OFFER OF SETTLEMENT IF IT CHOOSES TO DO SO. YOU CANNOT PROCEED TO ARBITRATION UNLESS YOU PROVIDE THIS INFORMATION. YOU MAY CHOOSE TO BE REPRESENTED BY AN ATTORNEY OR OTHER PERSON AS PART OF THIS PROCESS, BUT IF YOU DO YOU MUST INDICATE THAT YOU ARE REPRESENTED BY AN ATTORNEY ON THE FORM AVAILABLE AT [VERIZON.COM/ABOUT/NOD/NOTICE-OF-DISPUTE-WIRELESS-FORM](https://www.verizon.com/about/nod/notice-of-dispute-wireless-form) AND CONFIRM YOU AUTHORIZE US TO DISCUSS YOUR ACCOUNT INFORMATION WITH THIS ATTORNEY OR OTHER PERSON. THE SUFFICIENCY OF THIS NOTICE OF DISPUTE IS AN ISSUE TO BE DECIDED BY A COURT PRIOR TO THE FILING OF ANY DEMAND FOR ARBITRATION. IF YOU HAVE PROVIDED THIS INFORMATION AND WE ARE UNABLE TO RESOLVE OUR DISPUTE WITHIN 60 DAYS, EITHER PARTY MAY THEN PROCEED TO FILE A CLAIM FOR ARBITRATION. WE'LL REIMBURSE ANY FILING FEE THAT THE AAA CHARGES YOU FOR ARBITRATION OF THE DISPUTE AT THE CONCLUSION OF THE ARBITRATION IF YOU FULLY PARTICIPATE IN THE PROCEEDING. WE'LL ALSO PAY ANY ADMINISTRATIVE AND ARBITRATOR FEES CHARGED BY THE ARBITRATION TRIBUNAL. IF THE ARBITRATOR DETERMINES THAT YOUR CLAIM WAS FILED FOR PURPOSES OF HARASSMENT OR IS PATENTLY FRIVOLOUS, THE ARBITRATOR WILL REQUIRE YOU TO REIMBURSE VERIZON FOR ANY FILING, ADMINISTRATIVE OR ARBITRATOR FEES ASSOCIATED WITH THE ARBITRATION.

(5) WE MAY, BUT ARE NOT OBLIGATED TO, MAKE A WRITTEN SETTLEMENT OFFER ANYTIME BEFORE THE ARBITRATION HEARING. THE AMOUNT OR TERMS OF ANY SETTLEMENT OFFER MAY NOT BE DISCLOSED TO THE ARBITRATOR UNTIL AFTER THE ARBITRATOR ISSUES AN AWARD ON THE CLAIM. IF YOU DON'T ACCEPT THE OFFER AND THE ARBITRATOR AWARDS YOU AN AMOUNT OF MONEY THAT'S MORE THAN OUR OFFER BUT LESS THAN \$5,000, OR IF WE DON'T MAKE YOU AN OFFER, AND THE ARBITRATOR AWARDS YOU ANY AMOUNT OF MONEY BUT LESS THAN \$5,000, THEN WE AGREE TO PAY YOU \$5,000 INSTEAD OF THE AMOUNT AWARDED. IN THAT CASE WE ALSO AGREE TO PAY ANY REASONABLE ATTORNEYS' FEES AND EXPENSES, REGARDLESS OF WHETHER THE LAW REQUIRES IT FOR YOUR CASE. IF THE ARBITRATOR AWARDS YOU MORE THAN \$5,000, THEN WE WILL PAY YOU ONLY THAT AMOUNT.

(6) IF 50 OR MORE CUSTOMERS INITIATE NOTICES OF DISPUTE PURSUANT TO PARAGRAPH 4 ABOVE OR FILE A COMPLAINT IN COURT, WHICH RAISE SIMILAR CLAIMS, AND COUNSEL FOR THE VERIZON WIRELESS CUSTOMERS BRINGING THE CLAIMS ARE THE SAME OR COORDINATED FOR THESE CUSTOMERS, THE CLAIMS SHALL PROCEED IN ARBITRATION IN A COORDINATED PROCEEDING. IN THE FIRST STAGE, 50 ARBITRATIONS WILL PROCEED AND COUNSEL FOR THE VERIZON WIRELESS CUSTOMERS AND COUNSEL FOR VERIZON WIRELESS SHALL EACH SELECT TWENTY FIVE CASES TO PROCEED FIRST IN ARBITRATION IN INDIVIDUAL BELLWETHER PROCEEDINGS BEFORE SEPARATE ARBITRATORS. THE ARBITRATORS ARE ENCOURAGED TO RESOLVE THE CLAIMS WITHIN 120 DAYS OF APPOINTMENT OR AS SWIFTLY AS POSSIBLE THEREAFTER, CONSISTENT WITH FAIRNESS TO THE PARTIES. AFTER THE FIRST STAGE IS COMPLETED, THE PARTIES MUST ENGAGE IN A SINGLE MEDIATION OF ALL REMAINING CASES, AND VERIZON WILL PAY THE MEDIATION FEE. IF THE PARTIES CANNOT AGREE HOW TO RESOLVE THE REMAINING CASES AFTER MEDIATION, THEY WILL REPEAT THE PROCESS OF SELECTING AND FILING 50 CASES TO BE RESOLVED IN INDIVIDUAL BELLWETHER PROCEEDINGS BEFORE SEPARATE ARBITRATORS, FOLLOWED BY MEDIATION. ADDITIONAL CASES INVOLVING SIMILAR CLAIMS BROUGHT BY THE SAME OR COORDINATED COUNSEL SHALL NOT BE FILED IN ARBITRATION UNTIL THE ARBITRATIONS AND MEDIATION FOR PRIOR SETS HAVE BEEN COMPLETED. THIS PROCESS MAY CONTINUE UNTIL



THE PARTIES ARE ABLE TO RESOLVE ALL OF THE CLAIMS, EITHER THROUGH SETTLEMENT OR ARBITRATION. YOU AGREE TO THIS PROCESS EVEN THOUGH IT MAY DELAY THE ARBITRATION OF YOUR CLAIM. IF SUCH A PROCESS IS INITIATED, THE FILING OF A NOTICE OF DISPUTE BY A CUSTOMER IN ACCORDANCE WITH PARAGRAPH 4 OR FILING OF A COMPLAINT IN COURT WILL TOLL ALL APPLICABLE STATUTES OF LIMITATIONS FOR THAT CUSTOMER'S DISPUTE UNTIL THE COMPLETION OF THE PROCESS DESCRIBED IN THIS PARAGRAPH. A COURT WILL HAVE AUTHORITY TO ENFORCE THIS PARAGRAPH INCLUDING BY ENTERING AN INJUNCTION TO PROHIBIT FILINGS IN VIOLATION OF THIS PARAGRAPH.

(7) AN ARBITRATION AWARD AND ANY JUDGMENT CONFIRMING IT APPLY ONLY TO THAT SPECIFIC CASE; IT CAN'T BE USED IN ANY OTHER CASE EXCEPT TO ENFORCE THE AWARD ITSELF.

(8) IF A COURT, PURSUANT TO PARAGRAPH 3, DETERMINES THAT THE PROHIBITION ON CLASS ARBITRATIONS OR THE LIMITS ON THE ARBITRATOR'S AUTHORITY CANNOT BE ENFORCED UNDER APPLICABLE LAW AS TO ALL OR PART OF A DISPUTE, THEN THE AGREEMENT TO ARBITRATE WILL NOT APPLY TO THAT DISPUTE OR PART OF THE DISPUTE, WHICH MAY PROCEED IN COURT EITHER ONCE THE ARBITRATED MATTERS HAVE CONCLUDED OR SOONER IF THE COURT SO REQUIRES.

(9) IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN THROUGH ARBITRATION, YOU AND VERIZON AGREE THAT, TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, NO ACTION WILL BE BROUGHT ON A CLASS OR COLLECTIVE BASIS AND YOU AND VERIZON UNCONDITIONALLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT IN ANY WAY. IN THE EVENT OF LITIGATION, THIS PARAGRAPH MAY BE FILED TO SHOW A WRITTEN CONSENT TO A TRIAL BY THE COURT.

### **About this Agreement**

If either you or we don't enforce our rights under this agreement in one instance, that doesn't mean you or we won't or can't enforce those rights in any other instance. You cannot assign this Agreement or any of your rights or duties under it without our permission. However, we may assign this Agreement or any debt you owe us without notifying you. **If you're a Postpay customer, please note that many notices we send to you will show up as messages on your monthly bill. If you have online billing, those notices will be deemed received by you when your online bill is available for viewing. If you get a paper bill, those notices will be deemed received by you three days after we mail the bill to you. If we send other notices to you, they will be considered received immediately if we send them to your wireless device, or to any email or fax number you've given us, or after three days if we mail them to your billing address. If you need to send notices to us, please send them to the customer service address on your latest bill.**

If you're a Prepaid customer and we send notices to you, they will be considered received immediately if we send them to your wireless device or to any email you've given us, or if we post them as a precall notification on your Service, or after three days if we mail them to the most current address we have for you. If you need to send notices to us, please send them to the Customer Service Prepaid address at [verizon.com/contactus](http://verizon.com/contactus).

If any part of this agreement, including anything regarding the arbitration process (except for part 8 of the dispute resolution section above), is ruled invalid, that part may be severed from this agreement and the rest enforced.

This agreement and the documents it incorporates form the entire agreement between us. ny other documents, or on anythingsaid by any Sales or Customer Service Representatives will not form any part of the agreement between us, and you have no other rights regarding Service or this agreement. This Agreement isn't for the benefit of any third party except our parent companies, affiliates, subsidiaries, agents, and predecessors and successors in interest. Except where we've agreed otherwise elsewhere in this agreement, this agreement and any disputes covered by it are governed by federal law and the laws of the state encompassing the area code of your wireless phone number when you accepted this agreement, without regard to the conflicts of laws and rules of that state.

Updated February 22, 2023

# Exhibit 6



## The Verizon Wireless Retail Major Account Agreement

### Your Company's Information

Company Name: R AND R GLOBAL SERVICES

Company Street Address:

City: [REDACTED]

State: [REDACTED]

ZIP: [REDACTED]

Fed. Tax ID #: [REDACTED]

D&B#: [REDACTED]

State of Formation:

### Legal Notices Address (if different from above)

Name:

Address:

City:

State:

ZIP:

### Your Points of Contact

Name: ROBERT KUKONU

Name: Ritsuko Kukonu

Title: Partner (Managing, Primary, General) Phone: [REDACTED]

Title: Chief Executive Officer (CEO) Phone: [REDACTED]

Company E-mail: Rk [REDACTED]

Company E-mail: [REDACTED]

Name:

Name:

Title:

Phone:

Title:

Phone:

Company E-mail:

Company E-mail:

### Attainment Tier and Discount Percentage

Attainment Tier

5-99

Access Fee  
Discount on Your  
Corporate  
Subscriber Lines

8%

Access Fee  
Discount on Your  
Employee  
Subscriber Lines

5%

### Signatures

This Verizon Wireless Retail Major Account Agreement (the "Agreement") is made between Cellco Partnership, a Delaware General Partnership, doing business as Verizon Wireless, having its principal place of business at One Verizon Way, Basking Ridge, NJ 07920, on behalf of itself and its controlled and/or managed affiliates (collectively, "Verizon Wireless," "we" or "us") and your Company ("Company", "Customer", "you" or "your") (each, a "Party" or collectively, the "Parties"). Company represents and warrants that: (a) it is in good standing under the laws of the state of its formation; (b) the execution, delivery and performance of this Agreement have been duly authorized; and (c) the person signing this Agreement is authorized to do so.

### RAND R GLOBAL SERVICES

By: 

Date: 12/02/2017

Name: ROBERT KUKONU

Title: Partner (Managing, Primary, General)



This Agreement allows your Company to purchase Wireless Service and Devices at discounted prices for your business use. Verizon Wireless will create a business account for your company, to allow you to purchase Wireless Service and Devices at corporate discounts, provided you maintain five or more lines of service on your account. Your Verizon Wireless business account, and all lines of Wireless Service activated on it, will be subject to the terms and conditions of this Agreement. The Agreement has an initial term of two years and will continue on a month-to-month basis thereafter. Each individual line of Wireless Service may be subject to a Line Term. Line Terms begin on the date each applicable line of service is activated and may extend beyond the initial term of the Agreement.

### Definitions

#### 1. Definitions:

- 1.1. **Attainment Tier:** The range of total lines of Wireless Service active on your Company's account, which determines your discounts and other benefits under this Agreement. Your Employee Subscriber Lines and any M2M Lines will also count toward your Attainment Tier, provided the M2M Lines are on plans with a monthly access fee of \$34.99 or higher.
- 1.2. **Corporate Subscriber Line:** A line of Wireless Service, active on our network, set up in your Company's name and billed to your Company.
- 1.3. **Device:** A wireless phone, smartphone, tablet, data modem or similar device used with Wireless Service.
- 1.4. **Effective Date:** The date that this Agreement is signed by both Parties and the term begins.
- 1.5. **Employee Subscriber Line:** A line of Wireless Service, active on our network, set up in your employee's name and for which the employee bears responsibility.
- 1.6. **Legal Notice:** A written communication given by one Party to the other that advises of a dispute under or termination of this Agreement, or that is otherwise required by this Agreement.
- 1.7. **Machine-to-Machine ("M2M") Line:** A line used for transmitting data between Devices and computer servers or other machines, or between the Devices themselves, with limited or no manual intervention. You can activate M2M Lines only on specified M2M plans.
- 1.8. **Products and Services:** Collectively, the plans and features that we offer for your Corporate Subscriber Lines and M2M Lines, as well as any software or applications either on your Devices or used with the Wireless Service or the Devices.
- 1.9. **Wireless Service:** The radio service we provide to enable voice, data and messaging on your Devices.

### Term

2. **Term of Agreement and Minimum Line Requirement:** This Agreement will run for two years ("Initial Term") from the Effective Date and then continue on a month-to-month basis ("Extended Term") until one Party gives 30 days' prior Legal Notice to terminate it. "Term" means the Initial Term and the Extended Term. Your Company must achieve a minimum of five Corporate Subscriber Lines within 180 days, and thereafter maintain such lines, to remain eligible for the benefits of this Agreement. We will continue to provide Wireless Service to any Corporate Subscriber Lines and M2M Lines still active after this Agreement has been terminated, or if your Company does not achieve and maintain a minimum of five Corporate Subscriber Lines, but we may remove your discount, any custom Products and Services, and other benefits of this Agreement. To the extent applicable, the terms and conditions of this Agreement shall govern any lines that are active after this Agreement has been terminated.
3. **Line Term and Early Termination Fee:** If you cancel a Corporate Subscriber Line or M2M Line prior to the expiration of its term of one or two years ("Line Term"), or if we cancel it because you have breached this Agreement, we will charge an Early Termination Fee ("ETF"). Once you have completed your Line Term that line of service will be on a month-to-month basis and we have the right to terminate such line with 30 days' prior written notice. The amount of the ETF will be disclosed at the time of activation, based on the plan, feature, discounted Device or other offer that you choose when activating the Corporate Subscriber Line, either \$350.00, minus \$10.00 for each month that the line remains active, or \$175.00, minus \$5.00 for each month that the line remains active. For M2M Lines activated on Devices you provide, we will charge an ETF of \$50.00 for each line terminated. You may have to extend a Line Term if you take advantage of certain promotions or services, or if you upgrade a Device at a discount. You can cancel a line within 30 days of activation or upgrade without an ETF as long as you return any

Device you purchased from us at a discount within the 30-day period, but you will have to pay for your Wireless Service through that date.

### Purchasing Products and Services and Your Discounts

4. **Purchases by Your Company; Your Points of Contact:** You must tell us who in your Company is authorized to purchase Devices, Wireless Service, and other Products and Services under this Agreement (these are your "Points of Contact"). Unless you tell us otherwise, these Points of Contact will have full authority to handle all matters related to this Agreement, including authorizing or blocking your Company's employees from purchasing particular Products and Services. The person signing this Agreement shall automatically be designated as a Point of Contact. You can designate a third party to act as your Point of Contact as long as you sign our letter of agency naming the third party and indicating the scope of its authority.
5. **Rates and Charges:** The rates and charges, the voice, data (including M2M service) and messaging allowances, and the Wireless Service coverage area for each Corporate Subscriber Line and M2M Line are determined by the Products and Services that you select for each line. You can purchase any retail Products and Services (i.e., those that we make generally available) subject to their terms and conditions, which may be obtained on [verizonwireless.com](http://verizonwireless.com) and will become part of this Agreement. We may also offer you custom Products and Services, the terms and conditions of which are described in this Agreement. Some Products and Services may have restrictions on the type of Devices that can be used with them. Third Parties may provide some Products and Services, and you can, at no cost, block or restrict access to them. Unless you switch your plan or feature, we will not change the monthly access fees, or the non-promotional voice, data, and messaging allowances during the Line Term. We may, however, with 30 days' prior written notice, change other rates, charges and fees, such as charges for options, features, and applications. We may also discontinue any retail Products and Services without notice; after that, you will not be able to activate new lines on or move existing lines to them. If a line of Wireless Service is no longer under a Line Term, or if you change or upgrade a Device, or assume liability for another line of Wireless Service, you will have to change to current Products and Services for that line. It may take us up to 90 days to implement this Agreement.
6. **Attainment Tier:** Your Company's initial Attainment Tier and the monthly access fee discount percentage are identified on the cover page of this Agreement. You have 180 days to activate enough Corporate Subscriber Lines, Employee Subscriber Lines, and M2M Lines to meet your Attainment Tier. If you fail to meet it, or fall below it for two consecutive billing cycles, we may change your discount based on the lower Attainment Tier. If you exceed it for two consecutive billing cycles, you must request a change in writing to your discount based on the higher Attainment Tier. It may take one to two billing cycles to adjust your discount and we will not apply any retroactive discounts, credits or charges.
7. **Discounts:** If your Company has at least five active Corporate Subscriber Lines, unless otherwise specified in the plan or feature, you will receive a discount based on your Attainment Tier, as follows:
  - (a) For plans with a monthly account access fee per line, and no separate line access fee based on Devices activated on the plan, you will receive a discount on monthly access fees of \$34.99 or higher.
  - (b) For plans with a monthly account access fee, and a line access fee based on Devices activated on the plan, you will receive a discount only on account access fees of \$34.99 or higher.
  - (c) For data features added to the plans in (a) or (b), you will receive a discount on monthly access fees of \$24.99 or higher.
8. **Your Employees' Personal Wireless Service:** Your Company's employees may receive a discount on their monthly access fees (subject to the qualifications in the "Discounts" section above). Employees must provide proof of employment and agree to the Verizon Wireless Customer Agreement to be eligible for the discount. Periodically, we may ask you or your employees to validate that they are still employed by your Company. Your employees will be eligible for an additional 3% monthly access fee discount if they register with "My Verizon" and enroll and remain enrolled in paperless billing.
9. **Purchases by Parents and Affiliates:** Your affiliated companies may purchase Devices, Wireless Service and other Products and Services from us, and those lines will count toward your Attainment Tier. An affiliated parent company must own at least 50% of the equity interest in you, and an affiliated subsidiary is one in which you or your parent company directly owns at least a 25% equity interest. You must provide us with a list of your affiliated companies that can purchase under this Agreement. Each company must sign a parent/affiliate agreement, unless you have the legal authority to bind it to the terms and conditions of this Agreement. You are responsible for paying any charges not paid by one of these companies.

10. **No Reselling or Purchases by Third Parties:** Unless we agree in writing, you cannot resell Wireless Service or bundle it with or embed it into products or services that you provide to your customers or to any third parties. No third party, including your Company's agents, contractors, vendors, distributors, franchisees or contract employees, is permitted to purchase Devices, Wireless Service, or other Products and Services under this Agreement. We may terminate your Corporate Subscriber Lines and M2M Lines and, upon Legal Notice, may terminate this Agreement and pursue any other available remedies if you violate this section.

#### Devices

11. **Devices Purchased from Verizon Wireless:** You may purchase Devices from us at a discount, subject to the requirements for such discount. Purchases of discounted Devices and accessories may not be for the purpose of reselling. You must activate any discounted Device on our network within 30 days of receipt; otherwise, we will charge you the difference between the discounted price you paid and the full retail price of the Device. Violation of this section may, in the sole discretion of Verizon Wireless, result in the (a) limitation or discontinuance of the sale of Devices at a discount; (b) termination of Corporate Subscriber Lines or M2M Lines; (c) termination of this Agreement upon Legal Notice; and (d) pursuit of such other legal or equitable remedies.

11.1. **Shipping; Risk of Loss; Acceptance:** Title and risk of loss pass to your Company, and your acceptance occurs, when you receive the Device(s) at the address designated on your order. We may charge you for shipping. We will ship Devices to you within five business days of receipt of your order, subject to availability. You may exchange any Device or return it for a refund within 30 days from acceptance.

12. **Devices Purchased from Third Parties:** You may activate Devices that you purchase from third parties, but those Devices must be on our approved device list when you activate them. Third parties establish their own legal terms for the sale of Devices, and we have no control over their charges, terms or return policies. We are not responsible for any claims related to such third-party Devices or your use of them. Devices that we have not approved may cause transmissions to fail, be blocked or misrouted, may use Wireless Service in a manner you do not intend, and may attempt to continue to register on our network after termination. Such activities may result in additional charges for which you will be responsible.

13. **Lost or Stolen Devices:** If you lose a Device or it is stolen, you may request that we suspend service and billing to the affected Corporate Subscriber Line or M2M Line for up to 30 days. Until a suspension begins, you are still responsible for charges. After the suspension ends, service and billing for the line will resume. The time of any suspension will not count toward satisfying the Line Term.

#### Wireless Service

14. **Wireless Service Availability:** Wireless Service uses radio technologies and is subject to transmission and service area limitations, interruptions, and dropped calls caused by atmospheric, topographical or environmental conditions, cell site availability, the Device or its installation, governmental regulations, system limitations, maintenance or other conditions or activities affecting operation. Wireless Service is only available within each applicable plan coverage area, within the operating range of the wireless systems, and with Devices that are approved to operate on our network. In some areas, Wireless Service may be provided by a third-party roaming carrier; data service on such other networks may be limited or slowed. You must activate Devices within the areas served by our owned and operated network. Verizon Wireless reserves the right to terminate any Corporate Subscriber Lines and M2M Lines that roam permanently on a third-party carrier's network. Your lines that are in a fixed location must always be within the areas served by our owned and operated network.

15. **Enhancement of Wireless Service:** You must obtain our approval and written agreement before you install, deploy or use any regeneration equipment or similar mechanism (for example, a repeater) to originate, amplify, enhance, retransmit or regenerate Wireless Service. We may terminate your Corporate Subscriber Lines and M2M Lines and, upon Legal Notice, may terminate this Agreement and pursue any other available remedies if you violate this section.

16. **Use of Wireless Service and Devices; MTNs; SIMs:** In order to protect our network, operations, and other customers, we may suspend or terminate service to affected lines, deny activation of new lines or, upon Legal Notice, may terminate this Agreement, if you use the Wireless Service or Devices (a) in an illegal manner (including "spamming" or other abusive messaging); (b) in a manner prohibited by the applicable Products or Services; or (c) in a manner that has an adverse impact on our network, operations or customers. Your Company shall be solely responsible for the use of the Wireless Service to transmit, receive, store or process its data in compliance with applicable law and regulations. Verizon Wireless provides applications that involve the storage of information which are not designed or intended for use with protected health information ("PHI"), as defined by the Health Insurance Portability and Accountability Act of 1996, as amended; therefore, they must not be used to

create, store, transmit or receive PHI. We will assign one mobile telephone number ("MTN") to each line. You can port a MTN to another carrier, but you do not have any property right in the MTN. We may change, reassign or eliminate a MTN upon reasonable notice to you under certain circumstances, including fraud prevention, area code changes, and regulatory or statutory law enforcement requirements. If the Device requires a Subscriber Identity Module ("SIM") card provided by us, we own any intellectual property or software on the SIM card.

#### Billing and Payment

17. **Monthly Bills:** Your billing and shipping addresses must be in our licensed service area. We will bill your Company monthly, and you are responsible for paying all fees, charges, Taxes and Surcharges (as defined in the "Taxes; Surcharges; Exemptions" section below), on your Company's Corporate Subscriber Lines and M2M Lines. We generally bill monthly access fees and feature charges in advance, and airtime overage and other usage charges in arrears. Monthly billing cycles vary and may not correspond to calendar months. We may provide billing for third parties, and charges for Products and Services that you purchase from them will appear on your bill.
18. **Disputed Charges:** You must dispute any charges within 180 days of the due date of the bill by giving us written notice, including the date of the bill, the disputed amount, the reason for the dispute, and any supporting documentation. We will make a good faith effort to reconcile the dispute within 60 days of the date of your notice. If both Parties cannot reach an agreement in that time, either Party may invoke the "Dispute Resolution" process described below.
19. **Payment Terms:** You are required to pay undisputed charges within 30 days of the date of each bill. We will charge a late fee on past due amounts, to the extent permitted by the law of the state where you are billed, of 1½% per month or \$5.00 per month, whichever is greater. If your payment is returned to us by a bank for any reason, we will charge you a fee.
20. **Failure to Pay:** If you fail either to make a payment on time or to dispute charges as required, we may upon notice suspend or terminate Wireless Service to some or all of your Corporate Subscriber Lines and M2M Lines or deny any new line activations. If we refer your account to a third party for collection, we will charge a collection fee at the maximum percentage permitted by applicable law to cover collection-related costs. We may require you to provide a deposit to secure payments under this Agreement based on your payment history. Such a deposit shall not relieve you of your obligation to make future payments and shall bear interest as required by law.
21. **Taxes; Surcharges; Exemptions:** If we are legally required to collect taxes, fees, assessments or other charges, or if a roaming partner charges a tax (each, a "Tax"), then we will bill you for those Taxes. If we incur an expense to comply with legal or governmental requirements, or to provide or improve service to our customers (other than a net income tax), we may bill a surcharge to recover or offset that expense (a "Surcharge"). Taxes and Surcharges may change from time to time. If you provide us with an official Tax exemption certificate or with other evidence of exemption that we find acceptable, then we will not collect Taxes covered by the exemption, except those charged by a roaming partner. If, however, you ask us to apply an exemption and the exemption is later found not to apply, you will be responsible to pay the uncollected Tax, plus interest and any penalties. We do not issue credits for Taxes billed before we receive evidence of exemption.

#### Limitations and Warranties

22. **LIMITATION OF LIABILITY:** UNLESS DIRECTLY CAUSED BY THE WILLFUL MISCONDUCT OF VERIZON WIRELESS, VERIZON WIRELESS SHALL NOT BE LIABLE TO YOUR COMPANY, ITS EMPLOYEES OR AGENTS FOR INJURY TO PERSONS OR PROPERTY, LOSSES (INCLUDING ANY LOSS OF BUSINESS), DAMAGES, CLAIMS OR EXPENSES OF ANY KIND CAUSED DIRECTLY OR INDIRECTLY BY (1) THE DEVICES; (2) SOFTWARE OR APPLICATIONS ON OR USED WITH THE DEVICES OR WITH WIRELESS SERVICE (OR THE USE OR LOSS OF USE THEREOF); (3) LOSS OF OR WRONGFUL ACCESS TO DATA STORED BY VERIZON WIRELESS; OR (4) ANY INTERRUPTION OF WIRELESS SERVICE. IN NO EVENT SHALL VERIZON WIRELESS OR ITS VENDORS BE LIABLE FOR LOSSES, DAMAGES, CLAIMS OR EXPENSES OF ANY KIND ARISING OUT OF THE USE OR ATTEMPTED USE OF, OR THE INABILITY TO ACCESS, LIFE SUPPORT OR MONITORING SYSTEMS OR DEVICES, 911 OR E911, OR OTHER EMERGENCY NUMBERS OR SERVICES.
23. **LIMITATION OF DAMAGES:** NEITHER PARTY, NOR ITS AGENTS OR VENDORS, SHALL BE LIABLE TO THE OTHER PARTY, ITS EMPLOYEES OR AGENTS FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES.
24. **DISCLAIMER OF WARRANTIES:** VERIZON WIRELESS IS NOT THE MANUFACTURER OF THE DEVICES AND MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, AS TO THE SUITABILITY, DURABILITY, FITNESS FOR USE, MERCHANTABILITY, CONDITION, QUALITY, PERFORMANCE OR NON-INFRINGEMENT OF THE



DEVICES. WITH RESPECT TO VERIZON WIRELESS, YOUR COMPANY PURCHASES THE DEVICES "AS IS." DEVICES SHALL BE SUBJECT TO ANY WARRANTIES PROVIDED TO YOUR COMPANY BY THE DEVICE MANUFACTURER.

#### Dispute Resolution

25. **Dispute Resolution:** We both agree to arbitrate any dispute that arises under or relates to this Agreement. If there is a dispute, the Parties agree to meet within 30 days of the date when one of us gives Legal Notice informing the other of such a dispute. If a court rules that this arbitration requirement is unenforceable, or if a court proceeding is allowed instead of arbitration, the Parties agree to waive a jury trial. The Parties agree that (a) the Federal Arbitration Act, 9 USC §§1-16, as amended, shall govern this provision; (b) any arbitration shall be held before an independent arbitrator, governed and administered by the American Arbitration Association; (c) the arbitrator shall issue a written opinion giving the reasons for any award; (d) the award shall be binding on both Parties with no right of appeal; and (e) no arbitration can be on a class basis or be joined or consolidated with another arbitration. If the prohibition in subsection (e) is found to be unenforceable, then neither of us shall be required to arbitrate. The arbitration requirements of this section will not apply if either Party faces an unauthorized disclosure of Confidential Information or an infringement of intellectual property, in which case either Party may seek preliminary and final injunctive relief.

#### Confidential Information

26. **Confidential Information:** "Confidential Information" is anything concerning the disclosing Party's business, customers, products, services, trade secrets and personnel, which the disclosing Party labeled or designated as confidential. You must treat any custom pricing or Products and Services in this Agreement as Confidential Information. If either Party gives Confidential Information to the other Party, the receiving Party will keep it confidential for the Term of this Agreement and then for an additional two years. Either Party may use Confidential Information for any purpose related to the performance of this Agreement. We may share Confidential Information with our affiliates.

26.1. **Exclusions:** These restrictions do not apply to information that (a) is or becomes publicly available through no act or omission of the receiving Party; (b) was already in the lawful possession of the receiving Party without an obligation of confidentiality; (c) is lawfully disclosed to the receiving Party by a third party without restriction; (d) is required to be disclosed by subpoena or other legal process; or (e) is independently developed without reference to the Confidential Information. We do not receive your Confidential Information solely because you receive, transmit, obtain or otherwise exchange such information through the use of the Wireless Service, or because we offer Products or Services that involve the hosting, transport or other similar handling of such information.

#### Miscellaneous

27. **Assignment:** Either Party may assign this Agreement without the other Party's consent if the prospective assignee (a) is financially able to perform under this Agreement; (b) agrees in writing to assume and fully perform all the duties and obligations of the assigning Party; and (c) is either an entity that controls, is controlled by or is under common control with the assigning Party, or is a successor in interest to all or substantially all of the assigning Party's assets. Any other assignment requires the Parties' prior written consent. We both agree that this Agreement shall be for the benefit of and binding on our respective successors and assigns.
28. **Force Majeure:** Any failure by us to perform shall be excused if caused by failure of a third-party wireless or telecommunications provider serving a particular area, power failure, national emergency, interference by any governmental agency, act of God, strike or other labor disturbance, fire, terrorism, riot, war, or any other cause beyond our reasonable control.
29. **Notices:** We will provide notice of most issues related to your use of the Devices, Wireless Service or the Products and Services via mail or e-mail to your Point of Contact, or via a message with your monthly bill. Any Legal Notice required by this Agreement must be given in writing and delivered by registered or certified mail or express courier to the receiving Party's address and will be deemed effective upon delivery. We will send Legal Notice to the address on the cover page of this Agreement. If you send us Legal Notice, it should be sent to the following address:

Verizon Wireless  
Legal & External Affairs Dept.  
One Verizon Way  
Basking Ridge, NJ 07920  
Attention: HQ Legal – B2B Contract Administration

30. **Governing Law; Venue; Jurisdiction:** Both Parties agree that the laws of the State of New York shall govern the validity, construction and performance of this Agreement, subject to the provisions of the “Dispute Resolution” section above, and without reference to New York’s conflict of laws or other rules that would require the application of the laws of another jurisdiction. Each Party submits to personal jurisdiction exclusively in New York, New York, and waives all objections to a New York, New York venue.
31. **Waiver; Severability; Survival:** No provision of this Agreement shall be considered waived unless we both agree in writing to such waiver. Either Party’s forbearance or delay in enforcing any right under this Agreement shall not be construed as a waiver of such right. If a court of competent jurisdiction holds any provision of this Agreement invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect. Termination of this Agreement shall not affect either Party’s accrued rights or obligations under this Agreement as they exist at the time of termination, or any rights or obligations that either expressly or by implication continue after this Agreement has ended.
32. **Customer Proprietary Network Information:** (Not Applicable to Arizona Customers.) In order to better serve your Company by offering additional Products and Services, Verizon Wireless, Verizon, and affiliated companies (the “Verizon Companies”) may need to use and share some of your information as described in this section. The Federal Communications Commission and various states require the Verizon Companies to protect information relating to the quantity, technical configuration, type, destination, location, and amount of use of their customers’ telecommunications and interconnected VoIP services purchased from the Verizon Companies, and related local and toll billing information. (This is referred to as “Customer Proprietary Network Information” or “CPNI”). The Verizon Companies acknowledge that, under law, they have a duty to protect, and you have a right to the protection of, the confidentiality of your Company’s CPNI. By signing this Agreement, you grant the Verizon Companies permission to use, to permit access to, and to disclose your Company’s CPNI and other Confidential Information among the Verizon Companies and to their agents, contractors and partners, solely so they can offer you their current and future Products and Services. You represent that your Company has the authority to consent, and does consent, on behalf of your current and future affiliates that receive Products and Services from the Verizon Companies, that the Verizon Companies may use, disclose, and permit access to CPNI and Confidential Information as stated above; and may disclose CPNI and Confidential Information of any affiliate participating hereunder to you upon your request. You may withdraw or limit your consent at any time via email at cpni-notices@verizon.com [or at cpni-notices@verizonwireless.com]. Your consent will remain valid until Verizon Wireless receives a notice withdrawing consent. Withdrawal or limitation of consent will not affect the provision of your services.
33. **Export Controls:** The United States and other countries may regulate the export, import and use of certain hardware, software and technological data provided under this Agreement. Your Company agrees to comply with the U.S. Export Administration Act, the regulations that the U.S. Department of Commerce promulgates under it, the embargoes and sanctions established by the Department of Treasury, Office of Foreign Assets Control and any other applicable laws or regulations. If your Company chooses to access or use Devices, Wireless Service or any website or portal that Verizon Wireless maintains, in or from prohibited or sanctioned location(s), your Company will be solely responsible for compliance with local-use controls, laws and regulations, including those relating to the import and export of technical data associated with that access or use. Your Company acknowledges that Verizon Wireless has made no representations concerning the appropriateness, availability or legality of the content on any Verizon Wireless-maintained website or portal when accessed outside the United States, and that your access to them from locations where their content is illegal is prohibited.
34. **Counterparts; Admissibility of Copies:** We can each execute a counterpart version of this Agreement. When delivered to the other Party, each shall be deemed to be an original and all versions together shall constitute one instrument. An electronic or facsimile copy of the executed Agreement shall be deemed, and shall have the same legal effect as, an original document.
35. **Entire Agreement:** The terms and conditions of this Agreement and those of any Devices and other Products and Services selected by your Company constitute the entire agreement between the Parties with respect to this subject matter. This Agreement takes precedence over any conflicting terms and conditions for Devices or other Products and Services, except if the latter apply specifically to such Devices or Products and Services. Except for the incorporation by reference of the terms and conditions of Devices or Products and Services purchased by your Company, this Agreement shall not be amended or modified, including by a purchase order, unless we both agree in writing. This Agreement supersedes all prior agreements for the provision of Wireless Service, Devices and other Products and Services between the Parties. This Agreement applies to any Device or Product and Service that we may give you on a trial basis.